

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
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FOI/PA# 1346305-0

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Memorandum



To : SAC (NY 183A-2255)

Date 5/18/81

From : SA [redacted] (M-5)

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Subject :

[redacted]
ET AL
CRIMINAL INFLUENCE IN THE HOTEL AND
RESTAURANT INDUSTRY
(OO: NY)

On 5/8-13/81, a review of New York files reflected the following:

JULIUS BERNSTEIN

92-2476-719, 720

April, 1973: [redacted] advised that BERNSTEIN and an associate, LARRY PALLADINO (godson of FUNZIE TIERI), were shylocks and fences for stolen property.

An anonymous letter reflected that BERNSTEIN fronts a Mafia loanshark ring, beats his customers, threatens their families, calls their homes and visits their employment. BERNSTEIN also carries a gun when threatening his customers.

July, 1973: [redacted] advised that BERNSTEIN was pushing shylock money for FUNZIE TIERI and was connected to LARRY PALLADINO.

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92-5258*

September, 1968: BERNSTEIN arrested with ANTHONY AUGELLO (COLOMBO Soldier), [redacted], and [redacted], by FBI for Title 18, USC, Section 1951, 1952 (Hobbs Act) for extorting the owner of a hamburger stand [redacted] wired against subjects).

AUGELLO convicted, BERNSTEIN dismissed.

166-3644*

June, 1974: BERNSTEIN identified as President of International Brotherhood of Trade Unions, AFL-CIO. This matter

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In. 183-2827-15

183A-2827-Sub C-7

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| FBI-NEW YORK | |

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involved the use of a [redacted] in the role of an undercover agent and threats made by BERNSTEIN, [redacted] (business agent, Italian-American Restaurant Employees, Local 711, AFL-CIO) and [redacted] (Local 711 Official) against a restaurant owner for labor peace.

[redacted] noted that he was a close friend of PALLADINO.

April, 1975: [redacted], furnished information regarding BERNSTEIN's address.

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November, 1977: [redacted], advised that BERNSTEIN had been involved with a union and when his legal troubles began he gave the local to VINNIE GULINO, in return for which BERNSTEIN gets a car to use which is paid for by the Local. PALLADINO also uses the car periodically.

October, 1979: [redacted] advised that BERNSTEIN was involved in a bus driver's union.

January, 1980: This matter declined by EDNY.

166-3827*

October, 1975: Following indictments (Title 18, USC, Section 1951, 1952) handed down:

[redacted]

~~LAWRENCE PALLADINO~~
~~JULIUS BERNSTEIN~~
~~GEORGE JACKSON~~

[redacted]

[redacted] - Master Truckmen of America (MTA)

[redacted]

MTA

GENOVESE Family

Godson of TIERI

President - IBTU121

Business Agent, Local 102, ILGWU

COLOMBO associate

[redacted] - MTA

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This matter involved a trucking firm (Gerro's Trucking Company) set up and operated by undercover agents. The defendants forced the undercover agents to pay them \$5,000.00 to avoid labor difficulties. Case involved the use of hidden tape recorders and

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video equipment.

November, 1976: BERNSTEIN acquitted by Jury.

92-7551*.

February, 1974: The following information regarding BERNSTEIN is set forth:

| | |
|----------------|--|
| Name | JULIUS BERNSTEIN |
| Alias | Spike Bernstein |
| Address | 2718 Ocean Avenue, Apartment D-7, Brooklyn, New York |
| Race | White |
| Sex | Male |
| DOB | 10/4/22 |
| POB | Brooklyn, New York |
| Height | six feet |
| Weight | 190 pounds |
| Hair | Brown |
| Eyes | Blue |
| Arrest Numbers | NYCPD 725480; FBI 595-898G |
| Associates | BERNSTEIN has been associated with ANTHONY-AUGELLO, aka "Tony Gawk", COLOMBO LCN Family Member, and well known hoodlum, [redacted]. BERNSTEIN has allegedly been involved with the above in extortions. |

Journeymens and Production Allied Services
of American and Canada International Union

183-595; 183-596; 183-909; 183-910

February, 1978: [redacted] advised that Local 143, Journeymens and Production Allied Services of American and Canada International Union, is actually operated by ANTHONY PARISI (GAMBINO associate). Each of the above matters involved payments to Local 143 by four establishments for labor peace. All four matters declined for insufficient evidence on 1/8/79.

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FEDERAL BUREAU OF INVESTIGATION

| | | | |
|--|----------------------------|---|--|
| Reporting Office NEW YORK | Office of Origin BUREAU | Date 11/29/82 | Investigative Period 3/30/82 - 11/12/82 |
| Title of Case JOURNEYMAN'S AND PRODUCTION ALLIED SERVICES OF AMERICA AND CANADA INTERNATIONAL UNION, LOCAL 157, 86-52 QUEENS BLVD., ELMHURST, NY; TITLE CONTINUED ON COVER PAGE B | | Report made by [REDACTED] | Typed By: sav |
| | | Character of Case: RICO <div style="text-align: right;">b6 b7C</div> | |

~~XXXXXXXX~~
PROSECUTIVE

REFERENCE:

NYairtel to Bu, dated 10/23/82.

| | | | | | |
|---|-------------------------|------------------------------|--|--|--|
| Approved | Special Agent in Charge | Do not write in spaces below | | | |
| Copies made: 4-Bureau 1-USA, EDNY (ATTN: [REDACTED]) 1-USA, SDNY (ATTN: [REDACTED]) ②-New York. (183A-2827) | | | | | |
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Notations:

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COVER PAGE

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TITLE (Cont.)

VINCENT GULINO, PRESIDENT, aka
Vinny Gulino;
HENRY FINIGUERRA, SECRETARY-TREASURER;
JULIUS BERNSTEIN, aka;
FRANK ROBERT D'APOLITO, aka
Frankie Dap;

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ADMINISTRATIVE

Source information has revealed that Local 157 is controlled by LCN members, FRANK ROBERT D'APOLITO, the GAMBINO Family and [REDACTED], the COLOMBO Family, through its President, VINCENT GULINO. LCN backed officials of Local 157 engage in such violations as loansharking, Hobbs Act extortion, embezzlements and Taft-Hartley offenses. Victims of these offenses include many of the owners and employees of the more than 100 companies organized by Local 157 in the New York City Garment Center.

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Pursuant to information supplied by [REDACTED], [REDACTED] for Local 157, it was determined that the following violations are being committed by Local 157 officials:

ERISA violations in connection with embezzlements from employee welfare fund programs.

Embezzlements of labor union monies.

Hobbs Act extortions.

False records and reports in connection with an Employee benefit plan.

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ADMINISTRATIVE (Cont.)

Record keeping and reporting violations.

Mail fraud, conspiracy.

On 10/4/82, Judge MARK A. CONSTANTINO of the EDNY signed an order authorizing the installation of microphone surveillance equipment at the Local 157 offices of VINCENT GULINO for the purposes of acquiring further evidence of the commission of crimes outlined above. Technical difficulties precluded installation of electronic devices at target premises. As a result, other investigation techniques herein outlined should be utilized for evidence gathering purposes:

LEADS

NEW YORK

AT NEW YORK, NEW YORK. Will recontact [redacted] at Tahari LTD, 525 7th Avenue, New York, New York, 21st Floor, and accept his request to examine records of Tahari LTD as related to Local 157 (See 183A-2827, SUB-B, Serial 50).

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Will interview ELI [redacted] pursuant to a review of above-mentioned records in connection with Local 157 sweetheart contracts and/or extortionate payoff demands from Local 157 official VINCENT GULINO, as well as a jobless agreement with the ILGWU, Local 23-25, through its Business Agent, [redacted] (183A-2827, SUB-B, Serial 47).

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NEW YORK

AT NEW YORK, NEW YORK. Will locate and interview [redacted] (LNU), [redacted] New York, New York, in connection with source information that [redacted] (LNU) is being extorted for labor peace by VINCENT GULINO of Local 157 (See 183A-2827, SUB-H, Serial 2).

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LEADS (Cont.)

NEW YORK

AT BROOKLYN, NEW YORK. Will locate and interview [redacted]
of defunct company, [redacted]
[redacted] New York, [redacted] who were
reportedly driven out of business by VINCENT GULINO in a
conspiracy with [redacted] of ILGWU, Local 23-25 (See
183A-2927, SUB-B, Serial 48).

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NEW YORK

AT HICKSVILLE, LONG ISLAND. Will contact Local 157
insurance carriers managers for interview purposes and to
determine by subpoena schedules of payments to Local 157 for
welfare and death claims. Those insurance carriers have been
determined to be:

Blue Cross (Local 157 Policy Number GC81763)
Blue Shield (Local 157 Policy Number GC81764)
475 Park Avenue South
New York, New York
telephone number (212) 481-2820

American Medical Insurance Company
111 Old Country Road
Hicksville, New York
telephone number (516) 822-9292

American Dental Centers
111 Old Country Road
Hicksville, New York
telephone number (516) 822-9292
(See 183A-2827, 1A52)

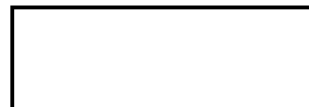
Will compare insurance company check endorsements to
HENRY FINIGUERRA's signature.

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LEADS (Cont.)

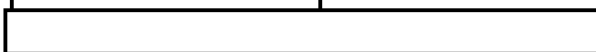
Will interview following Local 157 members, who reportedly never received insurance settlement on claims submitted:

Tahari LTD
525 7th Avenue
New York, New York
21st Floor



(Phonetic)

Misty Touch
525 7th Avenue
New York, New York
18th Floor
Grand Manor Nursing Home
701 White Plains Road
Bronx, New York



immigrant

CC and Comforter
Clifton, New Jersey

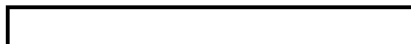


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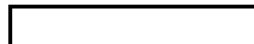
Wisener Products
Kennedy Boulevard
North Bergen, New Jersey



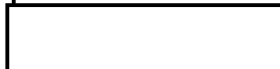
Ampack Plastics
Brooklyn, New York



RCA Leasing
Huntington, Long Island

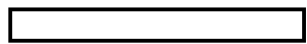


Regal Milflow
Jamaica, Queens



(Phonetic),

Birchwood Nursing Home
Iman Avenue
Rahway, New Jersey



and
prior Shop Steward

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LEADS (Cont.)

Will compare insurance carrier records to Local 157 records and also to employer records to determine irregularities in payments and subsequent receipts by rightful union members.

Will compare records of insurance carriers, Local 157 and employers as to number of employees, those employees who are Local 157 members and those employees who are covered under Local 157's Consolidated Welfare Fund. Discrepancies to be presented to employers in conjunction with inquiries as to payoffs to Local 157 officials (See 183A-2827, SUB-B, Serials 47, 48 and 56).

Will compare endorsements on all Local 157 expense checks allegedly endorsed by [] to HENRY FINIGUERRA's signature.

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Will compare [] negotiated expense checks (as submitted to HENRY FINIGUERRA in blank form with only a [] endorsement) to expense summaries recorded by [] and presently retained by her (Copies in 183A-2827, 1A52).

Will interview [] New York, regarding check cashing activities of HENRY FINIGUERRA at her employer bank, Citibank, 87-11 Queens Boulevard, Elmhurst, New York (See 183A-2827, SUB-B, Serial 48). FINIGUERRA reportedly purchased [] home, [] is reportedly the paramour of FINIGUERRA.

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Will contact Newark Division to acquire further indices retrieval information on National Labor Services, Incorporated, 221 Chestnut Street, 3rd Floor, Suite 302, Roselle, New Jersey, and [], Hackensack, New Jersey (LCN Associate).

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Will interview [] (Phonetic), [] Grand Manor Nursing Home, 701 White Plains Road, Bronx, New York, in connection with his Local 157 contract. []

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LEADS (Cont.)

girlfriend, is employed by National Labor Service, Incorporated, at the Grand Manor Nursing Home.) (183A-2827, SUB-B, Serial 48).

Will determine long distance usage of Local 157 phone calls as related to HENRY FINIGUERRA's [redacted], who reportedly owns an interstate trucking rig (183A-2827, SUB-B, Serial 69), (183A-2827, SUB-M, Serial 15).

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NEW JERSEY

BLOOMFIELD, NEW JERSEY. Will interview [redacted] (LNU), [redacted] New Jersey, telephone number (201) 429-8500, regarding welfare frauds and kickbacks to Local 157 officials (183A-2827, SUB-B, Serial 56).

NEW YORK

AT BROOKLYN, NEW YORK. Will interview [redacted] of [redacted], New York, in connection with Local 157 unionization (welfare fraud and kickbacks). (183A-2827, SUB-B, Serial 48).

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Will interview owners of Local 157 Garment Companies as outlined in 183A-2827, SUB-B, Serial 47, as to unionization by Local 157, in connection with kickbacks, extortion, welfare fund frauds and loansharking.

Will reinterview [redacted] regarding his cooperation in instant matter, if negative response. Will advise [redacted] of the United States Department of Labor as to prior agreement with Bureau Agents to prosecute [redacted] for extensive embezzlements at his Local 17-18.

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LEADS (Cont.)

NEW YORK

AT NEW YORK, NEW YORK Will interview [redacted] of [redacted] New York, 18th Floor, regarding Jobless Agreement with [redacted] of ILGWU, Local 23-25 and GULINO (183A-2827, SUB-B, Serial 56).

NEW YORK

AT NEW YORK, NEW YORK. Will review National Labor Relations Board, Region 2, Case Number fill 2-RC-17812, Room 3614, hearing on 12/6/77, before WINIFRED D. MORIO, Regional Director. This hearing concerned unionization by Local 157 of [redacted] San Remo West Rest (393 8th Avenue Corporation) and its ensuing challenge by major restaurant Locals 1 and 22. Testimony by Local 157 President GULINO to be reviewed.

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FEDERAL BUREAU OF INVESTIGATION

PROSECUTIVE REPORT OF INVESTIGATION CONCERNING

JOURNEYMAN'S AND PRODUCTION ALLIED SERVICES
OF AMERICA AND CANADA INTERNATIONAL UNION,
LOCAL 157, 86-52 QUEENS BOULEVARD,
ELMHURST, NEW YORK; AND OTHERS
RACKETEER INFLUENCED CORRUPT ORGANIZATIONS

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Copy To: 1-USA, EDNY (ATTN: [REDACTED])
1-USA, SDNY (ATTN: [REDACTED])

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Report of: [REDACTED]
Date: 11/29/82

Office: New York, New York

Field Office File #: 183A-2827

Bureau File #:

Narrative of Offense: This investigation was instituted pursuant to information acquired in connection with an Undercover operation formed to investigate a pattern of corruption on the part of La Cosa Nostra members/associates, union officials and employers within the hotel and restaurant industry at New York City (NYC).

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On March 24, 1981, Restaurant [REDACTED] told Special Agent (SA) [REDACTED], Federal Bureau of Investigation (FBI), while in an undercover capacity as an [REDACTED], [REDACTED] that he, [REDACTED], would introduce [REDACTED] to a Manhattan restaurant owner who has a "sweetheart deal" concerning the unionization of his restaurant.

On March 25, 1981, Undercover Agent (UCA) [REDACTED] met [REDACTED] at his San Remo East Restaurant, 33 East 61st Street, New York, New York.

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During the period March 25, 1981, to May 7, 1981, a series of taped conversations took place between UCA [REDACTED] and [REDACTED], wherein [REDACTED] admitted the following:

[REDACTED] pays \$3000.00 per year for labor peace to Local 157 of the Journeyman's and Production Allied Services of America and Canada International Union, 86-52 Queens Boulevard, Elmhurst, New York, through its business Agent JULIUS "SPIKE" BERNSTEIN.

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This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

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[] operating expenses are made substantially cheaper by unionization with Local 157 as opposed to the primary New York City Area restaurant union, Local 6.

BERNSTEIN would request \$8,000.00 to \$10,000.00 for labor peace from UCA [] who, in his role of [] recently purchased the [] in New York City.

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[] employees are unaware of unionization by Local 157 at his restaurants, San Remo West Restaurant, 393 Eighth Avenue, New York, New York, and San Remo East Restaurant, 33 East 61st Street, New York, New York.

On June 3, 1981, UCA [] recorded conversations with BERNSTEIN, wherein BERNSTEIN admitted assisting [] with labor problems and agreed to similarly assist UCA [] as a new restaurant owner.

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In letters to the United States Attorney's Office on April 28, 1982, and May 5, 1982, [] Attorney for [] advised that his client would invoke his Fifth Amendment privilege when summoned to a United States Grand Jury, Southern District of New York (SDNY).

[] his San Remo West Restaurant to [] also known as (aka) [] in January, 1981. On August 5, 1981, [] was interviewed by Bureau Agents and advised as follows:

He has a "sweetheart contract" with Local 157 through the previous []. None of his employees are aware of any union contract with Local 157. [] is unaware of the identities of those persons named on dues invoices from Local 157. Local 157 invoices are paid out of business expenses by []. Local 157 dues expenses are substantially cheaper than Local 6, the major Metropolitan Area restaurant union.

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On February 18, 1982, the records of Local 157, Restaurant Division were subpoenaed for the period of 1977 to February, 1982. Eight New York restaurants are billed for dues monies by Local 157 per invoices bearing the Locals name, contractor restaurant names, employee name and Identification Number. Dues are \$8.00 per month, per member. Subpoenas and interviews with the owners of these restaurants, along with reviews of records revealed a pattern of Taft-Hartley violations on the part of the owners of restaurants and Local 157 officials. This pattern consisted of restaurant owners paying monies to Local 157, an employee organization, for persons not employed at their respective restaurants or on behalf of current employees.

Below are Summaries of interviews of [] of restaurants organized by Local 157:

A. ESTORIL SOL RESTAURANT. On March 18, 1982, [] stated that all five employees on Local 157 invoices are not employed by him, that he pays dues monies out of his restaurant business income, utilizing company checks, that no monies are withheld from employees salaries, that he never questioned the falsified Local 157 dues invoices because he considered these payments as "cheap expenses for labor peace" and that [] employs eight full time employees.

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B. [] On [] in testimony before a United States Grand Jury, SDNY, stated that he []

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C. THE FISHERMAN'S CORNER RESTAURANT. On March 26 1982, [] stated that he paid union dues to Local 157 on behalf of employed and non-employed persons, that employees received no benefits from []

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Local 157, that the Local 157 Business Agent, who organized his restaurant, JULIUS "SPIKE" BERNSTEIN, is aware of the union situation at The Fisherman's Corner, but takes no corrective action and that the contract with Local 157 is substantially less costly than the legitimate Metropolitan Area restaurant union, Local 6.

D. [redacted] On [redacted]
[redacted] testified before a
United Grand Jury, SDNY, and stated [redacted]
[redacted]

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E. [redacted] On [redacted]
[redacted] testified before a United States Grand Jury, SDNY.
[redacted]

In the Technical Reports section of this report, Schedules of Comparative Costs between Local 6 and Local 157 are presented. Estimates used for these charts are a compilation of review of existing contracts and interviews with experts in the restaurant unions. Charges for pension and welfare costs as determined per the above methods ranged from a low of twelve percent of gross salaries payable on a monthly basis to a high of \$1,500.00 flat rate per month per employee.

Costs utilized per above-described charts were significantly underestimated. Both a low flat rate total of \$700.00 per month and a minimum 12 percent multiplier were used on the attached charts.

In all cases, Local 157 charges were strikingly lower than Local 6 conservative estimates.

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On [redacted] appeared before
a United States Grand Jury at the SDNY, and advised [redacted]
[redacted]

[redacted] advised [redacted]
[redacted]

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[redacted] further testified [redacted]
[redacted]

The following information was acquired as a result of a review of United States Department of Labor Forms LM-1, LM-2 and LM-3, which are required to be filed by certain labor organizations in accordance with Section 439 of Title 29, United States Code. These forms list:

VINCENT GULINO and HENRY FINIGUERRA as President and Secretary Treasurer respectively of the Journeyman's and Production Allied Services of America and Canada, Local Union 157, 86-52 Queens Boulevard, Elmhurst, New York, for the years 1974 through 1981.

VINCENT GULINO and HENRY FINIGUERRA as President and Secretary Treasurer respectively of the office and Professional Employees AFL-CIO, Local Union 4, 86-52 Queens Boulevard, Elmhurst, New York, for the period January 1, 1980, to December 31, 1981. Between 1975 and 1979, ANTHONY PARISI joined GULINO and FINIGUERRA as Secretary Treasurer of Local 4.

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VINCENT GULINO and HENRY FINIGUERRA as President and Secretary Treasurer respectively of the Factory, Production Specialists and Assembly Workers, Local Union 294, 86-52 Queens Boulevard, Elmhurst, New York, for the period 1975 to 1980.

JULIUS BERNSTEIN as President of the Independent Food Purveyors Hotel, Bar and Restaurant Employees, International Union Local 121 during 1976. (In May of 1976, Local 121 merged with Local 157.)

On February 8, 1982, HENRY FINIGUERRA, Secretary Treasurer of Local 157, was interviewed by Bureau Agents and stated that an [redacted] Local 157 employee, [redacted], had recently been fired. [redacted] was interviewed by Bureau Agents on May 17, 1982, May 28, 1982, June 9, 1982 and June 13, 1982 and stated the following:

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In [redacted] acquired employment with Local 157 on a part-time basis, utilizing her [redacted] abilities as a [redacted] in the processing of documents. Throughout the course of her employment, [redacted] received varied job assignments with increasing responsibility and awareness of the activities of Local 157 officials, culminating in her becoming a [redacted] along with organizers JULIUS "SPIKE" BERNSTEIN and VINCENT GULINO (President). Paralleling [redacted] increase in responsibilities and awareness was a mounting dismay with inequities and illegalities perpetrated on the part of Local 157 officials. In [redacted] [redacted] resigned effective [redacted], 1982. VINCENT GULINO, knowledgeable of [redacted] feelings, called her into his office and presented her with a [redacted], a New York City garment center company and contractor of Local 157, serviced by [redacted], realizing the illegality of the transaction, never negotiated the certificated. In [redacted] [redacted] was fired by HENRY FINIGUERRA, Local 157 Secretary Treasurer.

On April 26, 1982, [redacted]
[redacted] New York, and a Local 157 employer, consented to recording a telephone conversation to HENRY FINIGUERRA

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at Local 157. During that conversation, FINIGUERRA admitted being responsible for Local 157 billings to the Estoril Sol Restaurant and told [] that someone would visit [] from Local 157, who "knows all about this." Later that evening, GULINO responded to the Estoril Sol Restaurant and acknowledged receipt of dues monies from [], but attempted to blame the false Local 157 billings on

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On May 13, 1982, per Bureau Agent interview, and on [redacted]
[redacted] per Grand Jury testimony, [redacted] [redacted]
[redacted].

On March 18, 1982, [redacted] of the Waterfront Crabhouse Restaurant under contract to Local 157, stated to Bureau Agents that [redacted] is familiar with the operations of his restaurant, including the presence of over twenty-five employees. Local 157 bills the Waterfront Crabhouse for only four employees on dues invoices.

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On August 5, 1982, [] stated to Bureau Agents that GULINO negotiated his San Remo West contract in 1979.

On February 9, 1982, after several interviews with Bureau Agents, [] advised Bureau Agents that GULINO came to his restaurant to discuss the false billings from Local 157.

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On February 25, 1982, [redacted] advised Bureau Agents that GULINO was attempting to locate [redacted] pursuant to Bureau Agent inquiries of Local 157 billings to [redacted] San Remo West Restaurant.

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Enclosed for the United States Attorney, Southern District of New York (SDNY), are the following transcripts:

1. Nagra recording between Undercover Agent (UCA) [redacted] and [redacted] on March 25, 1981, at [redacted] restaurant.

2. NAGRA recording between UCA [redacted] and San Remo West Restaurant [redacted] on April 8, 1981.

3. Telephone conversation between UCA [redacted] and [redacted] on April 10, 1981.

4. Nagra recording between UCA [redacted] and [redacted] at [redacted] Restaurant on May 6, 1981.

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5. Nagra recording between UCA [redacted] and [redacted] at [redacted] Restaurant on May 7, 1981.

6. Telephone recording between UCA [redacted] and JULIUS "SPIKE" BERNSTEIN on June 3, 1981.

7. Nagra recording between UCA [redacted] and JULIUS "SPIKE" BERNSTEIN on June 5, 1981 at the Amalgamated Transportation Union, Queens, New York.

8. United States Grand Jury, SDNY, testimony of [redacted]
[redacted]

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9. Recorded telephone conversation of [redacted], [redacted] of Estoril Sol Restaurant, New York, New York, and [redacted] of Local 157 on April 26, 1982.

10. United States Grand Jury, SDNY, testimony of [redacted]
[redacted]

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11. Unites States Grand Jury testimony of [redacted]

on

12. United States Grand Jury Testimony of [redacted]

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13. United States Grand Jury testimony of [redacted]

14. United States Grand Jury testimony of [redacted]

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NAMES OF
DEFENDANTS:

1. JULIUS BERNSTEIN, described as:

| | |
|--|--|
| Alias: | Spike |
| Race: | White |
| Date of Birth (DOB) | October 4, 1922 |
| Place of Birth (POB): | Brooklyn, New York |
| Height: | Six feet |
| Weight: | 190 pounds |
| Hair: | Brown |
| New York City Police Department (NYCPD) Number: | 725 480 |
| FBI Number: | 595 898 G |
| Address: | 27 Glenwood Avenue Scarsdale, New York (914) 723-6168 |
| Telephone Number: | |
| Occupations: | Business Agent, Local 157, Journeyman's and Production Allied Services of America and Canada International Union, 86-52 Queens Boulevard Elmhurst, New York General Organizer Amalgamated Transportation Union, AFL-CIO Division 101-49 Woodhaven Boulevard Ozone Park New York |

NY 183A-2827

2. VINCENT GULINO, described as:

| | |
|---------------|--|
| Alias: | Vinny Gulino |
| Race: | White |
| Sex: | Male |
| DOB: | August 14, 1932 |
| POB: | Brooklyn, New York |
| Height: | Five feet eight inches |
| Weight: | 190 pounds |
| Hair: | Black/Grey |
| Eyes: | Brown |
| Address: | 61-42 69 Lane Middle Village, New York |
| NYCPD Number: | 486 337 |
| FBI Number: | 345 452 E |
| Occupation: | President, Local 157, Journeyman's and Production, Allier Services of America and Canada International Union 86-52 Queens Boulevard Elmhurst, New York |

NY 183A-2827

3. HENRY FINIGUERRA, described as:

| | |
|--------------------|--|
| Race: | White |
| Sex: | Male |
| DOB | March 24, 1928 |
| POB | Brooklyn, New York |
| Height: | Five feet ten inches |
| Weight: | 160 pounds |
| Hair: | Grey/balding |
| Eyeglasses: | Yes |
| Facial Hair: | Moustache |
| Address: | 63-15 Ellwell Crescent Rego Park, New York |
| Uncles Residence: | 142 Newton Street Queens, New York |
| Telephone Numbers: | ST2-2170 (Newton Street) 896-3819 (Rego Park) |

NY 183A-2827

4. [redacted] described as:

Alias: [redacted]
Race: White
Sex: Male
DOB: [redacted]
POB: [redacted]
Height: Five feet eight inches
Weight: 170 pounds
Hair: Black
Eyes: Black
Address: [redacted]
[redacted], New York
Telephone Number: [redacted]
Occupations: Real Estate
259 West 29th Street
Telephone Number: [redacted]

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[redacted]
New York, New York

[redacted]
New York, New York

[redacted]
New York, New York

NY 183A-2827

PROSECUTIVE STATUS:

On November 18, 1982, Assistant United States Attorney (AUSA) [REDACTED], SDNY, advised that prosecution in this matter should be coupled with anticipated RICO prosecution against VINCENT GULINO in the Eastern District of New York (EDNY).

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Actual venue will be the topic of planned conferences on the part of officials of the FBI, United States Attorney's offices, SDNY and EDNY.

NY 183A-2827

WITNESSES:

1. [REDACTED]
Special Agent
Federal Bureau of Investigation
26 Federal Plaza
New York, New York
(212) 553-2700

Can furnish details as to recorded conversations with [REDACTED] and JULIUS BERNSTEIN during meetings with the latter two subjects, while in an undercover capacity.

2. [REDACTED]
Special Agent
Federal Bureau of Investigation
26 Federal Plaza
New York, New York
(212) 553-2700

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Can furnish details concerning Taft-Hartley violations by restaurant owners under contract to Local 157.

3. [REDACTED]
Brooklyn, New York
[REDACTED]
[REDACTED] of The Tail of the Fox Restaurant
8218 3rd Avenue
Brooklyn, New York

Can furnish details concerning Local 157 false billings and Taft-Hartley violations (dues monies).

4.

[REDACTED]

Staten Island, New York

[REDACTED]

[REDACTED] of Roll-N-Roaster Restaurant
2901 Emmons Avenue
Brooklyn, New York

Can furnish details concerning Local 157 false billings,
Taft-Hartley violations (dues monies) and Hobbs Act
Extortion by JULIUS BERNSTEIN.

5.

[REDACTED]

Brooklyn, New York

[REDACTED] of Fisherman's Corner Restaurant
9265 Fourth Avenue
Brooklyn, New York

Can furnish details concerning Local 157 false billings
and Taft-Hartley violations (dues monies).

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6.

[REDACTED]

Middle Village, New York

[REDACTED] of Abbracciamento's Restaurant
62-96 Woodhaven Boulevard
Rego Park, New York

Can furnish details of Taft-Hartley violations (dues
monies).

7.

[REDACTED]

Brooklyn, New York

[REDACTED] of Estoril Sol Restaurant
New York, New York

Can furnish details of false billings and Taft-Hartley
violations (dues monies).

NY 183A-2827

8.

[REDACTED]

Middle Village, New York

[REDACTED]

Long Island City, New York

Can furnish details of false billings and GULINO's knowledge, thereof, and Taft-Hartley violations (dues monies).

9.

[REDACTED]

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New York, New York

[REDACTED]

[REDACTED]

New York, New York

Can furnish details of false billings, [REDACTED] arrangement with Local 157 and Taft-Hartley violations (dues monies).

10.

[REDACTED]

Elmont, Long Island

Former [REDACTED] at Local 157

Can furnish details of GULINO and TAHARI \$500.00 Taft-Hartley violation.

NY 183A-2827

EVIDENCE:

Local 157 dues invoices to below listed restaurants:

1. Abbracciamento's, Brooklyn, New York
Tail of the Fox, Brooklyn, New York
Waterfront Crabhouse, Queens, New York
Roll-N-Roaster, Brooklyn, New York
San Remo West, New York, New York ()
Fisherman's Corner, Brooklyn, New York
Estoril Sol Restaurant, Brooklyn, New York

Cancelled checks payable to Local 157 from the following restaurants:

2. Abbracciamento's, Brooklyn, New York
Tail of the Fox, Brooklyn, New York
Waterfront Crabhouse, Queens, New York
Roll-N-Roaster, Brooklyn, New York
San Remo West, New York, New York ()
Fisherman's Corner, Brooklyn, New York
Estoril Sol Restaurant, Brooklyn, New York

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Fisherman's Corner Restaurant
Schedule of Comparative Costs: Local 6 vs. Local 157

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| | a | 1 | 2 | 3 | 4 |
|------|-----------------------|-----------------------|---------------------|---------------------|--------------------|
| | <u>Number of Full</u> | <u>Local 6</u> | <u>Local 6</u> | <u>Local 157</u> | <u>Difference</u> |
| | <u>Time Employees</u> | <u>Pension and</u> | <u>Estimated</u> | <u>Yearly Costs</u> | <u>(2-3)</u> |
| | | <u>Welfare</u> | <u>Yearly Costs</u> | | |
| | | <u>Estimated</u> | <u>(a x 1)</u> | | |
| | | <u>Yearly Average</u> | | | |
| 1977 | 12 | \$700.00 | \$ 8,400.00 | \$ 216.00 | \$ 8,184.00 |
| 1978 | 14 | \$700.00 | \$ 9,800.00 | \$ 264.00 | \$ 9,536.00 |
| 1979 | 20 | \$700.00 | \$14,000.00 | \$ 288.00 | \$13,712.00 |
| 1980 | 15 | \$700.00 | \$10,500.00 | \$ 240.00 | \$10,260.00 |
| 1981 | 10 | \$700.00 | \$ 7,000.00 | \$ 312.00 | \$ 6,688.00 |
| | | | <u>\$49,700.00</u> | <u>\$1,320.00</u> | <u>\$48,380.00</u> |

Fisherman's Corner Restaurant
Schedule of Comparitve Expenses - Contract Multiplier Method

| | <u>Gross Payroll</u> | <u>Local 6 Contract Multiplier</u> | <u>Local 6 Yearly Estimate</u> | <u>Local 157 Actual Costs</u> | <u>Difference (2-3)</u> |
|------|----------------------|--|--|-----------------------------------|-----------------------------|
| 1977 | \$ 93,147.00 | 12% | \$11,177.00 | \$ 216.00 | \$10,961.00 |
| 1978 | \$131,664.00 | 12% | \$15,799.00 | \$ 264.00 | \$15,535.00 |
| 1979 | \$110,454.00 | 12% | \$13,254.00 | \$ 288.00 | \$12,966.00 |
| 1980 | \$ 85,024.00 | 12% | \$10,202.00 | \$ 240.00 | \$ 9,962.00 |
| 1981 | \$ 70,986.00 | 12% | \$ 8,518.00 | \$ 312.00 | \$ 8,206.00 |
| | | | <u>\$58,950.00</u> | <u>\$1,320.00</u> | <u>\$57,630.00</u> |

Waterfront Crabhouse

Schedule of Comparitve Costs: Local 6 vs. Local 157

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| | a | 1 | 2 | 3 | 4 |
|------|-----------------------|-----------------------|---------------------|---------------------|--------------------|
| | <u>Number of Full</u> | <u>Local 6</u> | <u>Local 6</u> | <u>Local 157</u> | <u>Difference</u> |
| | <u>Time Employees</u> | <u>Pension and</u> | <u>Estimated</u> | <u>Yearly Costs</u> | <u>(2-3)</u> |
| | | <u>Welfare</u> | <u>Yearly Costs</u> | | |
| | | <u>Estimated</u> | <u>(a x 1)</u> | | |
| | | <u>Yearly Average</u> | | | |
| July | | | 1/2 year | | |
| 1978 | 5 | \$700.00 | \$ 1,750.00 | \$ 200.00 | \$ 1,550.00 |
| 1979 | 7 | \$700.00 | \$ 4,900.00 | \$ 480.00 | \$ 4,420.00 |
| 1980 | 10 | \$700.00 | \$ 7,000.00 | \$ 360.00 | \$ 6,640.00 |
| 1981 | 15 | \$700.00 | \$10,500.00 | \$ 454.00 | \$10,046.00 |
| | | | <u>\$24,150.00</u> | <u>\$1,494.00</u> | <u>\$22,656.00</u> |

Roll-N-Roaster Restaurant
Schedule of Comparitve Costs: Local 6 vs. Local 157

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| | a | 1 | 2 | 3 | 4 |
|------|--|---|--|----------------------------------|----------------------------|
| | <u>Number of Full</u> <u>Time Employees</u> | Local 6 Pension and Welfare Estimated <u>Yearly Average</u> | Local 6 Estimated <u>Yearly Costs</u> (a x 1) | Local 157 <u>Yearly Costs</u> | <u>Difference</u> (2-3) |
| 1977 | 10 | \$700.00 | \$ 7,000.00 | \$ 984.00 | \$ 6,016.00 |
| 1978 | 10 | \$700.00 | \$ 7,000.00 | \$ 768.00 | \$ 6,232.00 |
| 1979 | 10 | \$700.00 | \$ 7,000.00 | \$ 768.00 | \$ 6,232.00 |
| 1980 | 10 | \$700.00 | \$ 7,000.00 | \$ 768.00 | \$ 6,232.00 |
| 1981 | 11 | \$700.00 | \$ 7,700.00 | \$ 768.00 | \$ 6,932.00 |
| | | | <u>\$35,000.00</u> | <u>\$4,056.00</u> | <u>\$31,644.00</u> |

Roll-N-Roaster Restaurant
Schedule of Comparitve Expenses - Contract Multiplier Method

| | <u>Gross Payroll</u> | <u>Local 6 Contract Multiplier</u> | <u>Local 6 Yearly Estimate</u> | <u>Local 157 Actual Costs</u> | <u>Difference (2-3)</u> |
|------|----------------------|--|--|-----------------------------------|-----------------------------|
| 1977 | \$208,059.00 | 12% | \$ 24,967.00 | \$ 984.00 | \$ 23,983.00 |
| 1978 | \$198,218.00 | 12% | \$ 23,786.00 | \$ 768.00 | \$ 23,018.00 |
| 1979 | \$199,136.00 | 12% | \$ 23,896.00 | \$ 768.00 | \$ 23,128.00 |
| 1980 | \$259,676.00 | 12% | \$ 31,161.00 | \$ 768.00 | \$ 30,393.00 |
| 1981 | \$288,923.00 | 12% | \$ 34,670.00 | \$ 768.00 | \$ 33,902.00 |
| | | | <u>\$138,480.00</u> | <u>\$4,056.00</u> | <u>\$134,424.00</u> |

Estoril Sol Restaurant
Schedule of Comparitve Costs: Local 6 vs. Local 157

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| | a | 1 | 2 | 3 | 4 |
|------|-----------------------|-----------------------|---------------------|---------------------|--------------------|
| | <u>Number of Full</u> | <u>Local 6</u> | <u>Local 6</u> | <u>Local 157</u> | <u>Difference</u> |
| | <u>Time Employees</u> | <u>Pension and</u> | <u>Estimated</u> | <u>Yearly Costs</u> | <u>(2-3)</u> |
| | | <u>Welfare</u> | <u>Yearly Costs</u> | | |
| | | <u>Estimated</u> | <u>(a x 1)</u> | | |
| | | <u>Yearly Average</u> | | | |
| 1980 | 8 | \$700.00 | \$ 5,600.00 | \$ 440.00 | \$ 5,160.00 |
| 1981 | 9 | \$700.00 | \$ 6,300.00 | \$ 590.00 | \$ 5,710.00 |
| | | | <u>\$11,900.00</u> | <u>\$1,030.00</u> | <u>\$10,870.00</u> |

Estoril Sol Restaurant
Schedule of Comparitve Expenses - Contract Multiplier Method

| | <u>Gross Payroll</u> | <u>Local 6 Contract Multiplier</u> | <u>Local 6 Yearly Estimate</u> | <u>Local 157 Actual Costs</u> | <u>Difference (2-3)</u> |
|------|----------------------|--|--|-----------------------------------|-----------------------------|
| 1980 | \$ 72,615.00 | 12% | \$ 8,713.00 | \$ 440.00 | \$ 8,273.00 |
| 1981 | \$ 99,858.00 | 12% | <u>\$11,966.00</u> | <u>\$ 590.00</u> | <u>\$11,376.00</u> |
| | | | <u>\$20,679.00</u> | <u>\$1,030.00</u> | <u>\$19,649.00</u> |

Abbracciamento Restaurant
Schedule of Comparitive Costs: Local 6 vs. Local 157

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| | a | 1 | 2 | 3 | 4 |
|------|-----------------------|-----------------------|---------------------|---------------------|--------------------|
| | <u>Number of Full</u> | <u>Local 6</u> | <u>Local 6</u> | <u>Local 157</u> | <u>Difference</u> |
| | <u>Time Employees</u> | <u>Pension and</u> | <u>Estimated</u> | <u>Yearly Costs</u> | <u>(2-3)</u> |
| | | <u>Welfare</u> | <u>Yearly Costs</u> | | |
| | | <u>Estimated</u> | <u>(a x 1)</u> | | |
| | | <u>Yearly Average</u> | | | |
| 1977 | 7 | \$700.00 | \$ 4,900.00 | \$ 216.00 | \$ 4,684.00 |
| 1978 | 6 | \$700.00 | \$ 4,200.00 | \$ 240.00 | \$ 3,960.00 |
| 1979 | 7 | \$700.00 | \$ 4,900.00 | \$ 288.00 | \$ 4,612.00 |
| 1980 | 8 | \$700.00 | \$ 5,600.00 | \$ 336.00 | \$ 5,264.00 |
| 1981 | 7 | \$700.00 | \$ 4,900.00 | \$ 288.00 | \$ 4,612.00 |
| | | | <u>\$24,500.00</u> | <u>\$1,368.00</u> | <u>\$23,132.00</u> |

Abbracciamento Restaurant
Schedule of Comparitve Expenses - Contract Multiplier Method

| | <u>Gross Payroll</u> | <u>Local 6 Contract Multiplier</u> | <u>Local 6 Yearly Estimate</u> | <u>Local 157 Actual Costs</u> | <u>Difference (2-3)</u> |
|------|----------------------|--|--|-----------------------------------|-----------------------------|
| 1977 | \$60,245.00 | 12% | \$ 7,229.00 | \$ 216.00 | \$ 7,013.00 |
| 1978 | \$51,340.00 | 12% | \$ 6,160.00 | \$ 240.00 | \$ 5,920.00 |
| 1979 | \$56,075.00 | 12% | \$ 6,729.00 | \$ 288.00 | \$ 6,441.00 |
| 1980 | \$58,599.00 | 12% | \$ 7,031.00 | \$ 336.00 | \$ 6,695.00 |
| 1981 | \$52,408.00 | 12% | \$ 6,289.00 | \$ 288.00 | \$ 6,001.00 |
| | | | <u>\$33,438.00</u> | <u>\$1,368.00</u> | <u>\$32,070.00</u> |

San Remo West Restaurant
Schedule of Comparitve Costs: Local 6 vs. Local 157

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| | ^a | ¹ | ² | ³ | ⁴ |
|------|-----------------------|-----------------------|---------------------|---------------------|--------------------|
| | <u>Number of Full</u> | <u>Local 6</u> | <u>Local 6</u> | <u>Local 157</u> | <u>Difference</u> |
| | <u>Time Employees</u> | <u>Pension and</u> | <u>Estimated</u> | <u>Yearly Costs</u> | <u>(2-3)</u> |
| | | <u>Welfare</u> | <u>Yearly Costs</u> | | |
| | | <u>Estimated</u> | <u>(a x 1)</u> | | |
| | | <u>Yearly Average</u> | | | |
| 1978 | 10 | \$700.00 | \$ 7,000.00 | \$ 960.00 | \$ 6,040.00 |
| 1979 | 12 | \$700.00 | \$ 8,400.00 | \$ 960.00 | \$ 7,440.00 |
| 1980 | 20 | \$700.00 | \$14,000.00 | \$ 960.00 | \$13,040.00 |
| | | | <u>\$29,400.00</u> | <u>\$2,880.00</u> | <u>\$26,520.00</u> |

San Remo West Restaurant
Schedule of Comparitve Expenses - Contract Multiplier Method

| | <u>Gross Payroll</u> | <u>Local 6 Contract Multiplier</u> | <u>Local 6 Yearly Estimate</u> | <u>Local 157 Actual Costs</u> | <u>Difference</u> |
|------|----------------------|--|--|-----------------------------------|--------------------|
| 1978 | \$ 85,268.00 | 12% | \$10,232.00 | \$ 960.00 | \$ 9,272.00 |
| 1979 | \$108,406.00 | 12% | \$13,008.00 | \$ 960.00 | \$12,048.00 |
| 1980 | \$120,924.00 | 12% | \$14,510.00 | \$ 960.00 | \$13,550.00 |
| | | | <u>\$37,750.00</u> | <u>\$2,880.00</u> | <u>\$34,870.00</u> |

Tail of the Fox Restaurant
Schedule of Comparitve Costs: Local 6 vs. Local 157

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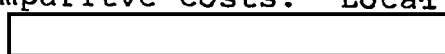
| | a | 1 | 2 | 3 | 4 |
|------|-----------------------|-----------------------|---------------------|---------------------|--------------------|
| | <u>Number of Full</u> | <u>Local 6</u> | <u>Local 6</u> | <u>Local 157</u> | <u>Difference</u> |
| | <u>Time Employees</u> | <u>Pension and</u> | <u>Estimated</u> | <u>Yearly Costs</u> | <u>(2-3)</u> |
| | | <u>Welfare</u> | <u>Yearly Costs</u> | | |
| | | <u>Estimated</u> | <u>(a x 1)</u> | | |
| | | <u>Yearly Average</u> | | | |
| 1977 | 5 | \$700.00 | \$ 3,500.00 | \$ 360.00 | \$ 3,140.00 |
| 1978 | 7 | \$700.00 | \$ 4,900.00 | \$ 264.00 | \$ 4,636.00 |
| 1979 | 7 | \$700.00 | \$ 4,900.00 | \$ 288.00 | \$ 4,612.00 |
| 1980 | 8 | \$700.00 | \$ 5,600.00 | \$ 312.00 | \$ 5,288.00 |
| 1981 | 8 | \$700.00 | \$ 5,600.00 | \$ 288.00 | \$ 5,312.00 |
| | | | <u>\$24,500.00</u> | <u>\$1,512.00</u> | <u>\$22,988.00</u> |

Tail of the Fox Restaurant
Schedule of Comparitve Expenses - Contract Multiplier Method

| | <u>Gross Payroll</u> | <u>Local 6 Contract Multiplier</u> | <u>Local 6 Yearly Estimate</u> | <u>Local 157 Actual Costs</u> | <u>Difference (2-3)</u> |
|------|----------------------|--|--|-----------------------------------|-----------------------------|
| 1977 | \$ 40,358.00 | 12% | \$ 4,842.00 | \$ 360.00 | \$ 4,482.00 |
| 1978 | \$ 45,044.00 | 12% | \$ 5,405.00 | \$ 264.00 | \$ 5,141.00 |
| 1979 | \$ 47,138.00 | 12% | \$ 5,656.00 | \$ 288.00 | \$ 5,368.00 |
| 1980 | \$ 52,579.00 | 12% | \$ 6,309.00 | \$ 312.00 | \$ 5,997.00 |
| 1981 | \$ 55,250.00 | 12% | \$ 6,630.00 | \$ 288.00 | \$ 6,342.00 |
| | | | <u>\$28,842.00</u> | <u>\$1,512.00</u> | <u>\$27,330.00</u> |

San Remo West Restaurant
Schedule of Comparitve Costs: Local 6 vs. Local 157

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| <u>a</u> Number of Full Time Employees | <u>1</u> Local 6 Pension and Welfare Estimated Yearly Average | <u>2</u> Local 6 Estimated Yearly Costs (a x 1) | <u>3</u> Local 157 Yearly Costs | <u>4</u> Difference (2-3) |
|--|--|---|---------------------------------------|---------------------------------|
| 1981 | 20 | \$700.00 | <u>\$14,000.00</u> | <u>\$880.00</u> |
| | | | <u>\$13,120.00</u> | |

| CONTINUANCE OF ENCLOSURES | NAME AND NUMBER | APPLIED OR RECEIVED | CHARGE | DISPOSITION |
|------------------------------|---|------------------------|--------|-------------|
| | <p> CIVIL SUIT FROM BUREAU OF NATIONAL AFFAIRS RE #0120101 was identified with this record and returned to the Bureau. 9-2-60 </p> | | | |

The following FBI record, NUMBER 594 398 G, is furnished - OR OFFICIAL USC COPY, information thereon this Identification Report represents data furnished FBI by fingerprint contributors. No final DISPOSITION IS NOT SHOWN OR FURTHER EXPLANATION OF CHARGE IS DESIRED, COMMUNICATE WITH AGENCY CONTRIBUTING THOSE FINGERPRINTS.

| CONTRIBUTOR OF FINGERPRINTS | NAME AND NUMBER | ARRESTED OR RECEIVED | CHARGE | DISPOSITION |
|-----------------------------|--------------------------------|----------------------|---|-------------|
| USM Brooklyn NY | Julius Bernstein #2622 5925 | 9-19-63 | extortion | 10-16-75 |
| FBI NY NY | Julius Bernstein | 9-19-63 | 18 USC Sec 1951a2 anti racketeering Hobbs Act | |
| USM NY NY | Julius Bernstein | 10-16-75 | Interference with Int Commerce By Threats 18 USC 1951 | |

Notations indicated by * are NOT based on fingerprints in FBI files but are listed only as investigative leads as being possibly identical with subject of this record.

IDENTIFICATION DIVISION

6/26/33

DIVISION OF CRIMINAL JUSTICE
IDENTIFICATION & INFORMATION DEPT. 25
FIVE FIVE FIVE TOWER
ST. VALENT PLAZA
ALBANY NEW YORK 12212

JULY 12, 1979

The response to your inquiry is based on a fingerprint identification and contains all information that is authorized to reveal.

RECORDS SECTION

08662175

Frank J. Ryan

2685

RECEIVED
JUL 19 1979

COMMISSIONER

COMMISSIONER

NAME AND NUMBER

ADMITTED OR
RECEIVED

CHARGE

DISPOSITION

Vincent Galino

1975 Rec.
6-9-75

emp. by
Liebherr Enterprises Inc.
36 Forrest St.
Elizabet NJ

Vincent Galino
B400327

5-23-61

956 & 956 B of Penal 5-23-61 Dist.
Law

Vincent Galino
B-400327

11-10-62

956 B FL

11-1-63 157/5 Can.
3 Gas.

Vincent Galino
400327

2-15-65

Inter. Driving

3-2-65 Arraigned

Vincent Galino

5-23-61

IN 21-107-1 O V
RECEIVED
PL 5-23-61 O V
DISCOUNTED
ACROSS
IN 21-107-1 O V
Public Union.
ACROSS
PL 5-23-61 O V
RECEIVED
ACROSS

RECEIVED
JUL 12 1979
ALBANY

DIVISION OF CRIMINAL JUSTICE SERVICES
IDENTIFICATION AND MATRONS SERVICES
EYE WITNESS TOWER
310 NASSAU PLAZA
ALBANY NEW YORK 12203

July 13, 1977

The response to your inquiry is based on a fingerprint identification and contains all information DCJS is authorized to reveal.

Frank J. Ryan

CLERK OF COURT

100-1000 100-1000 100-1000

| NAME AND NUMBER | ARRESTED OR RECEIVED | CHARGE | DEFENDANT |
|--|----------------------|--|--|
| VINCENT VALLINO 40-137 | 5-2-77 | PL 210.15 CC D F Perjury 1st DCJS | Only Part of Public Info 1 Sup 1st DCJS Issued on 3-1-77 |
| VINCENT VALLINO 40-137 PL 120.30 A H PL 207.30 A H Resist Arrest PL 210.20 CC F PL 210.25 CC F Harassment PL 131.5 | 7-2-77 | PL 120.25-3 A H PL P.O. PL 120.30 A H Attacks 3rd PL 131.5 PL 207.30 A H Resist Arrest PL 120.20 CC F PL 210.25 CC F Harassment PL 131.5 | |

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20537

IDENTIFICATION DIVISION

The following FBI record, NUMBER 670 674 A, is furnished FOR OFFICIAL USE ONLY.

| CONTRIBUTOR OF FINGERPRINTS | NAME AND NUMBER | ARRESTED OR RECEIVED | CHARGE | DISPOSITION |
|---|--|-----------------------|--|-------------|
| PD NY NY | Henry Finiguerra #B293949 | 12-5-50 | crim rec S prop | |
| Army | Henry J. Finiguerra #AF 21-912-453 | 5-1-51 Bklyn NY | | |
| FD 100 (prt ret) | Henry Finiguerra #PLB 112-529 | appl FP 8-14-67 | | |
| PD NY NY (prt ret) | Henry Finiguerra #PLB-112-529 | appl FP 8-14-67 | | |
| PD NY NY | Henry Finiguerra #293949 | 12-21-68 | PL 267-25-4 prohibited use of weapon | |
| <p>NOTICE: THIS INFORMATION IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE THAT THIS MATERIAL CONCERNS THE INDIVIDUAL IN WHOM YOU ARE INTERESTED.</p> | | | | |

Information shown on this Identification Record represents data furnished FBI by fingerprint contributors. Where final disposition is not shown or further explanation of charge is desired, communicate with agency contributing those fingerprints.

Notations indicated by * are NOT based on fingerprints in FBI files but are listed only as investigative leads or being possibly identical with subject of this record.

FRANK J. ROGERS

COMMISSIONER

STATE OF NEW YORK
DIVISION OF CRIMINAL JUSTICE SERVICE
IDENTIFICATION & INFORMATION SERVICE
EXECUTIVE PARK TOWER
STUYVESANT PLAZA
ALBANY, NEW YORK 12203

CONFIDENTIAL

JULY 31, 1979

The response to your inquiry is based on a fingerprint identification and contains all information DCJS is authorized to reveal.

-1-


COMMISSIONER

NYSID NO.

[REDACTED]

WM 5 11 DOB [REDACTED]

COMMISSIONER

CONTRIBUTORS OF
FINGERPRINTS

NAME

ARRESTED OR
RECEIVED

CHARGE

DISPOSITION AND
CORRECTIONS DATANYCPD 19 Pct.
#879

8-19-66 Fel: Assault

b6
b7CPistol Lic. Bur.
NYCPD

6-21-79

Pistol Applicant

**UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
IDENTIFICATION DIVISION
WASHINGTON, D. C. 20537**

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| CONTRIBUTOR OF FINGERPRINTS | NAME AND NUMBER | ARRESTED OR RECEIVED | CHARGE | DISPOSITION |
|--|-----------------|---|---|---|
| Matteawan St Hospital Beacon NY | | 7-28-54 trans from NY St Voc. Inst. | Youthful Offender | |
| PD NY NY | | 7-31-55 | -Aslt & Robb -Kidnapping -Fel Aslt on Police Off -1897 P L (Loaded Guns) | |
| Prob Dept Queens Co Crt Long Isl. City NY | | 7-31-55 | Aslt & Robb Kidnapping Fel Aslt on Off | Robb 3rd Deg (Armed) Aslt 2nd Deg Plea 11-28-55 |
| Elmira Rec Center Elmira NY | | 2-28-56 | Conf Robb 3D Armed-Aslt 2nd | 1-0/10-0 & 5-0/10-0 Concur Jt 203 Das, Parole NYC 8-9-71 |
| PD NY NY | | 6-11-62 | A&Rob 1897 PL Gun (Gun) Fel A 240 PL GL 1248 PL (1) 2124 PL | 2-19-70 Time Served |
| Matteawan St Hosp Beacon NY | | 7-6-62 | Patient (Armed Rob) | |

b6
b7c

2

**UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
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WASHINGTON, D. C. 20537**

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| CONTRIBUTOR OF FINGERPRINTS | NAME AND NUMBER | ARRESTED OR RECEIVED | CHARGE | DISPOSITION |
|-----------------------------|--|----------------------|---|--|
| PD Phila PA | <div style="border: 1px solid black; width: 150px; height: 50px; margin: 0 auto;"></div> | FP 12-22-78 | robbery, criminal attempt theft possession instrument of crime prohibited offensive weapon terroristic threats, recklessly endangering another person | <div style="text-align: right;">b6 b7C</div> |

UCA - Undercover Agent

On March 25, 1981, UCA met [] at the San Remo Restaurant with []. The following statements were recorded:

[] I'll tell you something [], what [] is really very, very very worried about is the fact that ah, you know with the Union problem, you know (UI)

Ah, you're worried about Unions? See what, I'll tell you the truth. We have to be here ah, we used to have Union (UI) years ago.

UCA

Um hum.

[] So I trust the (UI) started to work (UI) contacts (UI) the main reason because I closed the restaurants for six weeks to get (UI) of the Union.

b6
b7C

UCA

Um hum.

[] So I got rid of the Union, and now I have my own Union. In other words we have a Union that we pay (UI) this is the truth. We payed them \$3,000.00 a year alright and the, that's labor peace, let's let's put that way. Let's put it that way.

UCA

You, you probably, you paid \$3,000.00.

[] That's labor.

UCA

To

[] Just you know for somebody and you know
(UI)

☐ You did, what you did was you got a Teamsters Union (UI).

That's correct.

And for a minimum amount, they are the Union?

They are the Union.

But the point is that basically there's no Union dues here.

(UI) no benefits, no...

...On a Teamster, my (UI) so I just paid them \$3,000.00 and that's it. They were (UI).

UCA

Well, is this every year?

☐

Every year.

UCA

\$3,000.00 ah.

☐

(UI). It's working, believe me (UI)

UCA

Well, I can believe it, \$3,000.00 a year.

☐

Because ah, you have the place under control, you can fight anybody. Nobody touches your (UI) with the other Unions, forget about.

On April 8, 1981, UCA again met ☐ at his San Remo East Restaurant. The following statements were recorded:

☐

Oh no no, he doesn't they do their own business and their business is just to collect money from people (UI) they only get paid once a year, and they want all the workers to pay eight dollars a month for the membership that's it.

b6
b7C

UCA

Are they actually members or they

☐

Oh sure you are, once they sign everybody they work with members of their own local without any benefits at all whatsoever

UCA

Uh huh

☐

So all the members pay eight dollars a month so the best thing you do you pay (UI) when they send you please make a check for deposit of 240 dollars a month this way your workers don't even know they have a Union

UCA

Oh you take it out of their checks, alright, I see

☐

Eight dollars a month is nothing anyway, you can even take it out of your own money out of your own business put it as a business expense cause your workers don't even know they have a Union

UCA

Suppose the other Unions try to organize

☐

Well (UI)

UCA

You suppose there's any way I could meet this guy and sit down with him and uh

☐

Oh yeah I can set up a meeting for you with him, where are you staying now, give me your phone number...

UCA

...I'm surprised that you feel the way you do about the Union since you were involved with the, you know something (UI)

☐

(UI) they kill you (UI) the Local 69 they kill you

(UI) with inflation everything goes up anyway

b6
b7C

UCA

Yeah sure



We had to be you know we had to be American we buy it we pay for it we have to

UCA

Yeah right sure, sure



The only thing (UI) they change the (UI)

UCA

Wish you can give him a call for me I'd appreciate it



I will give him a call and I will call you (UI) one thing, if he gonna ask you for money now don't give him money, even if he looks at you well he might say I need something in advance

UCA

I don't mind a small un (UI)



Maybe, maybe 500 bucks or something like that, if he tells you know thousands say no, tell him look, I wanna talk to him I wanna tell him that your my friend (UI) don't ask him for no money you know, your asking for money (UI)

UCA

I don't expect him to, I don't expect to tie up his time for nothing



Right, maybe he says alright he's a dopey (UI) don't worry about it

UCA

(UI) A little good faith



I will tell you right now how much he's gonna charge you he's gonna ask you you got 40 employees he's gonna be wanting at least \$8,000.00 a year, which is worth it

UCA

There's no way I could have a Union and come out with 8 grand a year

b6
b7C

☐

Right, Right

On April 10, 1981, ☐ made the following comments in a telephone conversation concerning documentation of UCA's paying ☐ union representative for labor peace in connection with UCA's recent purported purchase of the ☐:

UCA

That this situation is gonna be handled and uh, if he could give me some kind of, well maybe some kind of Letter of Intent or some

☐

Well if uh, you know

UCA

For, for which, for which I'm willing to pay.

☐

I understand, well you see, a thing, a thing like that, you know, you don't, you don't put in writing, you know that's the (UI) of a thing like that, you know, you just talk and uh, but look, uh between you and me, you shouldn't worry about it, ☐

b6
b7C

UCA

Uh huh

☐

As long as you would, I told you, it's gonna cost you about eight thousand dollars a year, you know, from eight to ten, more so, you shouldn't worry about it.

UCA

Yeah

☐

At all, really.

All right, well

You know, like I, like always, you have to understand, nothing is gonna be 100%, you know.

No, no, I realize that, sure.

[REDACTED] You have to understand that.

Yeah, uh huh.

Uh, but uh, I don't think you should be worrying about that.

Uh huh, you don't, don't think it will be a problem, then, huh?

I understand, no, I don't think so.

Okay.

I don't think so. As long as you, you know, you're willing to pay that kind of money.

Yeah

It should be no problem.

Uh huh.

As long as you understand what's involved, you know.

Yeah, yeah.

On May 6, 1981, UCA met [REDACTED] and [REDACTED] at the San Remo East Restaurant. The following statements were recorded in a discussion contrasting a standard Local 6 union contract with [REDACTED] union contract:

UCA I didn't get a copy of the other but the other is the standard contract that all restaurants use.

[REDACTED] Yeah, oh yeah, yeah. (Examines paper) (UI) thirty-five hours

b6
b7C

UCA

Is yours about like this?



I have no contract like that. With a contract like that, you know, we can't operate, you know, thirty-five hours. Who the hell can do that?

UCA

I know. I know. It's crazy, it's crazy.



Like, one guy say work 12 hours a day. They come from 12 to 12. They work six, six days. 72 hours (UI).
(Laughs)

UCA

And look at, look at this. This is uh, for the kitchen and the floor people.



Sure (UI)

UCA

You know this is



(UI) welfare, right?

UCA

Right.



Sure (UI)

UCA

They told me it would cost about twelve thousand a year, when you take this down and you start



No way, no way

UCA

Looking at the percentages and you come up with (UI)



(Stutters) About a thousand a week. It's gonna cost a thousand a week.

UCA

It's got to, yeah



Sure (UI)

b6
b7c

UCA

It comes to about, about 900 a week, you're right. And then plus,



(UI)

UCA

That, that, that's not, that's not counting the overtime and the



No, no, forget about it. (Laughs) Uh, \$172.00 a week for 35 hours. You know how much you're supposed to make? \$160.00 a week, for six days, 72 hours

UCA

(Laughing) I can't believe. I can't believe.



You can't open this restaurant.

UCA

Do you have a contract like this? Do you



No,

UCA

Through your union



No, of course not, no. My, my union has no, my union, the only thing that my union says is this,

UCA

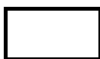
Yeah.



The, you got uh, uh, most of the equipment in my union is the, the things that are already standard like uh, uh, (UI) you gotta (UI) you cannot fire without any right excuse, things, you know, but nothing like this that my contract says you have to give up holidays and you have to (UI),

UCA

Mmm huh



No, no

b6
b7C

UCA Nothing like this

☐ No, no, no way. I had a deal, I had a contract like this before. That's why I say, you know

UCA Yeah

☐ Can't operate with this.

UCA Would you, would you mind if I looked at your contract?

☐ Yeah, I don't, I don't have it with me,

UCA (UI)

☐ But I have it in the office. I'll bring it over for you.

UCA Okay.

☐ I'll show you the figures (UI)

UCA And then I would, com, compare the two and really, really what I wanna know is, wh, what I'm getting into

☐ Uh, the contract that you're gonna see is nothing really, it has nothing to do with this contract. My contract is a (UI) it's not, it doesn't say nothing.

UCA Mmm huh.

☐ You will see. Once you read is and uh, you know, uh, it's nothing. All they want is the \$3,000.00 a year, and that's it.

UCA Is that in, that's not in the contract though.

☐ Of course not (laughs). No.

b6
b7c

UCA Yeah, yeah.

☐ (UI)

UCA Does this, does this uh, union, you, your uh

☐ My union, yeah

UCA Does it represent other restaurants?

☐ Sure it represents other restaurants.

UCA Yeah.

☐ (UI)

UCA It must be a big union or

☐ It's a Teamster's union. It's not, actually it's ;not a restaurant union. It's a truck (Ph), it's a truck (Ph) driver's union, but uh, you know, any, any local can organize any kind of business.

b6
b7c

UCA Yeah.

☐ So a Teamster's union

UCA Uh humm...

☐ (UI)...

UCA Yeah I saw that yeah.

☐ You know it's just a short cut.

UCA Yeah

☐ But in itself you know you see the kind of ah deal that we have.

On May 7, 1981, UCA met [] at the San Remo East Restaurant, and a discussion concerning employee benefits [] union contract ensued. The following statements were recorded:

UCA Um hmm. I noticed the, we got the forty hour week and things like this here.

[] (UI) 6 days 60 hours.

UCA Do they know about this?

[] They don't know about anything, they don't know, they don't even know they have a union. I pay their dues for them.

UCA Uh huh.

[] I get the, the end of the month (UI) dollars a piece.

UCA Um hmm.

[] Anyhow.

UCA Um hmm. Hmm. You happen ta have the, the (UI) phone number that ah, when I get settled up (UI)...

[] (UI) information (UI)

UCA In Canada?

[] Yeah but no this is the union name (UI) union (UI) else. An when you call information...

UCA Uh huh...

[] (UI) for his number. (UI) and then you call the union (UI)...

b6
b7C

UCA An is there somebody imparticular I should talk to...

☐ Julius Bernstein.

b6
b7C

On this date, May 7, 1981, ☐ gave UCA a typed slip of paper identifying the Journeyman's and Production Allied Services of America and Canada International Union, Local 157, as the union with which he is under contract pursuant to a \$3,000.00 payoff to labor representatives, JULIUS BERNSTEIN, whose name was hand written thereon. ☐ advised UCA that he would put UCA in contract with BERNSTEIN in order that UCA may enter into similar agreement with BERNSTEIN.

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On June 3, 1981, ☐ gave UCA a blank restaurant check with the name JULIUS BERNSTEIN and the telephone number 845-5600, and advised UCA that this was BERNSTEIN's office telephone number, where he could be reached after 9:00 a.m. ☐ advised UCA that he told BERNSTEIN that UCA was a recent purchaser of the ☐ in New York City and that UCA would like to talk to BERNSTEIN.

On June 4, 1981, UCA telephoned BERNSTEIN at the Amalgamated Transportation Union, 101-49 Woodhaven Boulevard, Ozone Park, Queens (845-5600). BERNSTEIN acknowledged assisting ☐ by advising UCA:

JB I'm at the transportation union right now.

UCA Transportation Union

JB Yeah

UCA Uh huh

JB The other, other union is not mine. The other union is a friend of mine.

UCA Uh, I see, the union that's got the

JB Restaurants, yeah.

UCA The restaurants. Oh, I see.

JB So I, but I handle it because [] is a friend of mine. I had to take care of it.

On June 5, 1981, UCA met BERNSTEIN at the Amalgamated Transportation Union (ATU) where BERNSTEIN has offices. BERNSTEIN conducted ATU business initially before inquiring as to the identity of the restaurant that UCA had purportedly recently purchased. Upon being told that UCA had purchased the [] business agent of Local 6 and Colombo L.C.N. Family member. [] was not available. BERNSTEIN continued to question UCA about his newly acquired restaurant and advised UCA:

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b7c

JB All right. I'll get a hold of the guy I have to get hold of, and I'll see what I can do, we'll go from there, we'll take it from there...
(After continued discussion, BERNSTEIN again stated)

JB I'll make contact with my friend. This union has nothing to do with that. It's just that I work here, and this friend of mine is at the restaurant union.

UCA Oh, uh huh. Okay.

JB But this union has nothing to do with that.

UCA Uh hum.

JB And, uh, between us, we'll do, ya know, I'll get to see my friend, and I'll see what can be done, and (IA) try to do it the way I tell ya, and then, we won't have any problems.

UCA Um hmm.

JB And whatever else, whatever other things there are, we'll discuss them.

New York, New York

File Number: 183A-2827
Recording Date: 4/26/82
Time: 2:11 PM

Monitoring Agent:

Transcribing Agent:

[Redacted]

b6
b7C

Henry Finiguerra (HF)

Unidentified Female (UF)

Phonetic (PH)

Unintelligible (UI)

183A-2827 HF-4

(Introduction)

Transcription of conversation between [redacted]
[redacted] and Henry Finiguerra,
Secretary Treasurer of Local 157.

UI: Good afternoon.

[redacted] Hello, this is Local 157?

UF: Yes, it is.

[redacted] What's the name of your president?

UF: Ah, who's calling?

[redacted] This is [redacted]
Restaurant. I want to talk to him.

UF: One minute, please.

HF: Hello.

[redacted] Hello, who's this?

HF: Can I help you?

[redacted] Yeah, I'd like to talk to the President of
your local.

HF: Yeah, who's this calling?

[redacted] [redacted]

HF: From where?

[redacted] [redacted]

HF: [redacted] yes, how are you?

[redacted] Yeah.

HF: This is Henry, I'm one of the officers. What
can I do for you?

[redacted] Ah, I'd like to talk to the President, what's
his name?

HF: Well he's not here now. I'll take care of it.

[redacted] Well, when he's gonna be in?

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b7c

HF: I'm an officer of the union, what, what's the problem?

☐ No, it's no problem. I just want to talk to him. He's not there?

HF: He's not here right now. If I know what it's in reference to, maybe I can help you.

☐ Ah.

HF: Are you one of the workers there?

☐ No, I'm not a worker.

HF: What are you a ☐

☐ I'm the ☐

HF: Oh, you're the ☐ Oh, my name is Henry. I'm the Secretary Treasurer of the Union. I'm...

☐ You're the Secretary Treasurer?

HF: Yeah.

☐ What's the name of the President?

HF: I send you the statements every month.

☐ You send me the statements?

HF: Yeah.

☐ So when can I talk to the President?

HF: He's not here. I mean maybe I can help you.

☐ I have some problems. You know why I don't want to talk to you because this is

HF: I think I know what it's in reference to. I mean, ah

☐ Problems, the FBI on my

HF: I know all about it, I know, I know they came here for all the, they came here for all the records. I had to give them the records.

☐ I give records too.

b6
b7C

HF: I'm the one. I'm the one that's involved with this.

☐ Yeah, I give them everything; they subpoena my records.

HF: And they subpoenaed all my records too.

☐ And I have to go to the Grand Jury. I wanna know what it's all about.

HF: Believe me, we don't even know what it's all about.

☐ So who knows on these records. I have the names of the employees that don't work in this place.

HF: They, they don't work there anymore.

☐ No.

HF: Ah.

☐ So I don't know (UI) why I got all these problems, I have to know what it's all about.

HF: Ah, look, lemme have somebody get back to you.

☐ Okay.

HF: Gimme your telephone number.

☐ My number is 947.

HF: 947.

☐ ☐ and the name.

☐ ☐ I like to see him or talk to him.

HF: I'm gonna have him or somebody else call you that knows all about this.

☐ Yeah.

HF: Your name is ☐ what?

☐ ☐

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b7C

HF: Is okay, [redacted] Okay, [redacted], I'll have somebody contact you that knows what it's about.

b6
b7C

[redacted] Yeah, because this, I cannot go like this because these guys, the FBI's after me. They want my records, they want this, they want that, I am a criminal they say I pay money for not having the employees on the records, or this..

HF: When are they asking you to go to the Grand Jury?

[redacted] I think next week. So (UI) I have to see him.

HF: All right, I'll have somebody contact you.

[redacted] Okay.

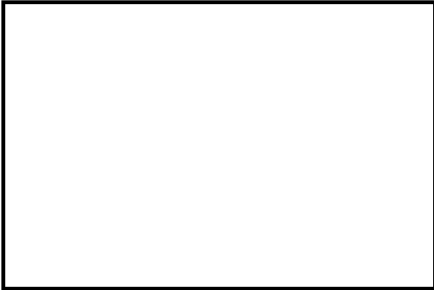
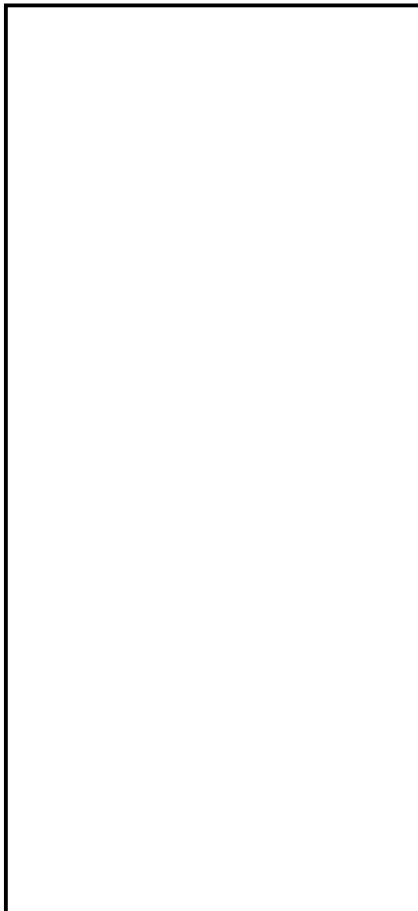
HF: Okay, good.

[redacted] Bye.

HF: Bye.

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FEDERAL BUREAU OF INVESTIGATION

Date of transcription 3/23/82

On March 18, 1982, [redacted] of

[redacted] New York, was interviewed by Special Agents (SAS) [redacted]

[redacted] and [redacted]

[redacted] was advised of the identity of the interviewing Agents and informed that the purpose of the interview was to question him about Local Union 157.

[redacted] advised as follows:

He [redacted] Restaurant for [redacted] Approximately five years ago he was "being bothered" by a Union official from an unknown restaurant union concerning his employees being organized as union members. During this same time period a second union official who had recently parted ways with Local 157 recommended that union to [redacted] who subsequently signed a contract with Local 157. The name of this second union official is unknown to [redacted].

[redacted] approximately six employees including two chefs, three waiters, three relatives, a salad man and assorted banquet waiters when necessary. His contract with Local 157 is expired; invoices and dues monies were previously hand-carried by Local 157 representatives; presently they are mailed.

[redacted] does not know any Local 157 union officials. Dues invoices from Local 157 only include the names of himself, his wife and his son [redacted]. All other restaurant employees of [redacted] Restaurant are not union members.

[redacted] was served a Southern District of New York subpoena duces tecum calling for an April 5, 1982 appearance.

183A-2827 Sub B-27Investigation on 3/18/82 at REGO PARK, NEW YORK File # 183A-2255 Sub E-130by SAS [redacted] Date dictated 3/23/82
[redacted] DJS/ab

NY 183A-2255 Sub E
Page Two

The following information was acquired through
observation and interview:

| | |
|----------------|--------------------------|
| Name | [REDACTED] |
| Address | [REDACTED] |
| DOB | [REDACTED], New York |
| POB | Brooklyn, New York |
| Arrests | No Arrests |
| Marital Status | Married; sons [REDACTED] |
| Height | 5 feet 7 inches |
| Weight | 190 lbs. |
| Hair | Black; balding |

b6
b7C

FD-302 (REV. 3-8-77)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 8/12/81

On August 5, 1981, [redacted] (Protect Identity) was interviewed by Special Agents (SAs) [redacted] and [redacted] at [redacted] New York, New York. [redacted] advised the following:

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[redacted] owned the [redacted] [redacted] for approximately [redacted] before selling it to a [redacted] in [redacted]. No under the table cash was involved.

[redacted]

[redacted]

JULIUS BERNSTEIN, that Local Number 1 Union expenses were costly and requested of BERNSTEIN, whom he knew to be a Union man, for assistance in this matter. BERNSTEIN sent a (First Name Unknown) (FNU) [redacted] of Local 157 to [redacted]

[redacted] and was not aware as to what this money covered in the way of employee benefits. [redacted] considered this money as business expense and did not take any money out of employee salaries for the Union expenditures. Most employees did not even know they had a Union. [redacted] paid separately for health benefits for key employees. No money was paid to GULINO or BERNSTEIN on an under the table basis in connection with this Union contract. [redacted] was of the opinion that BERNSTEIN takes money for this type of favor but did not charge [redacted] due to [redacted]

[redacted] admitted [redacted] [redacted] that he paid BERNSTEIN [redacted] for the Union connection and that JULIUS BERNSTEIN would [redacted]

183-2827 Sub B-1B

Investigation on 8/4/81 at New York, New York File # NY 183A-2255 E-10
by SAs [redacted] and [redacted] Date dictated 8/7/81

NY 183A-2255



On August 4, 1981, [redacted] left the Southern District of New York Offices after listening to condensed tapes of conversations between himself and [redacted] during the course of this investigation and went directly to the [redacted] and advised [redacted] of all events leading up to and including his being directed to appear at the Southern District of New York in connection with a labor racketeering investigation conducted by the Federal Bureau of Investigation (FBI)..

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[redacted] wishes to cooperate with FBI Agents in an investigation concerning Union corruption within the hotel and restaurant industry. He wishes to consult with his attorney before giving any specific information known to him concerning criminal violations. He requested confidentiality concerning his information.

[redacted] is prepared to advise FBI Agents of a [redacted]
[redacted] came upon this information four years ago and believes the payments continue to the present. He is aware of the identity of all subjects in the payoffs.

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b7D

[redacted] was served with a Southern District of New York duces tecum subpoena calling for his appearance on August 6, 1981.

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 2/26/82

[redacted]
[redacted]
New York City, New York, advised that VINCENT GULINO of Local 157 has been attempting to locate [redacted] during the week of February 22, 1982.

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[redacted] advised that cancelled checks payable to Local 157 were available for pick-up at [redacted]

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Investigation on 2/25/82 at New York, New York File # NY 183A-2827 Sub B-17
by SA [redacted] /cal Date dictated 2/26/82

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 3/3/82

[redacted] was advised by case agent that invoices from Local Union 157 were not found among returned items under subpoena; [redacted] advised as follows:

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He was unsure as to whether or not he received any invoices from Local 157. He will search his files and attempt to locate these items whereupon case agent will be notified.

Investigation on 3/2/82 at New York, New York File # NY 183A-2827 Sub B-20
by SA [redacted] cal Date dictated 3/3/82

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 3/25/82

On March 23, 1982, [] telephoned writer and advised that he wanted to bring to the Federal Bureau of Investigation (FBI) offices, invoices from Local Union 157 to [] New York City, New York. [] transported these invoices to the FBI offices and turned them over to writer. [] was advised that he needn't speak to Bureau Agents without his attorney and that all statements would be used against him.

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[] advised as follows:

Those persons named on invoices submitted may have worked for a very short time at the restaurant in the first year that their names appear on Local 157 invoices but left shortly thereafter never to be employed at the [] again.

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183A-2255 Sub B-22

Investigation on 3/23/82 at NEW YORK CITY, NEW YORK File # 183A-2255 Sub E-151
by SA [] DJS/ab Date dictated 3/25/82

FEDERAL BUREAU OF INVESTIGATION

Date of transcription
4/1/82

1

[redacted] doing business as [redacted] New York, 11209, was interviewed by Special Agents (SAS) [redacted] [redacted] was advised of the identity of the interviewing agents and informed that the purpose of the interview was to question him concerning Local Union 157. [redacted] advised as follows:

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Approximately five or six years ago JULIE BERNSTEIN requested [redacted] sign a Union contract with Local 157 as [redacted] of [redacted] [redacted] brought BERNSTEIN to his attorney, [redacted] Bay Ridge Parkway, Brooklyn, New York, 238-6800 and completed the details surrounding the signing of the contract. BERNSTEIN was aware that [redacted] employed approximately eight to ten people but allowed dues payments for only three employees to be forwarded to the Union on a monthly basis; of the three [redacted] was included as an employee on dues invoices. BERNSTEIN advised that the names of additional employees would be added in the future; however, the same three names remained to present without any changes on the part of the Union or [redacted]

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All dues expenses are paid by [redacted] with the issuance of a check from his checking account; no monies are withheld from employees salaries.

Employee [redacted] has terminated employment with the restaurant over one year ago; [redacted] continued to pay dues on his behalf in spite of [redacted] termination of employment.

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[redacted] has not signed any additional contracts since the original signing approximately five years ago. He has never seen any other Union officials since the signing of this contract.

[redacted] considers the contract a sweetheart contract with Local 157 and understands that normal expenditures for union costs would be substantially higher than \$24 a month presently incurred with Local 157.

Interviewed on [redacted] at Brooklyn, New York

File # NY183A-2827 Sub B -

By SAS [redacted] and [redacted] /DJS/mb

Date Dictated 3/30/82 31

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NY 183A-2255

2

[redacted] was served a Southern District of New York
subpoena calling for an appearance on [redacted]

[redacted] The following was acquired through observation and
interview:

| | |
|----------------|--|
| Name | [redacted] |
| Address | [redacted] Brooklyn, New York |
| Phone numbers | [redacted] |
| Date of Birth | [redacted] |
| Place of Birth | Brooklyn, New York |
| Marital Status | Married |
| Height | 5'10" |
| Weight | 165 |
| Hair | Brown |
| Eyes | Brown |
| Employment | [redacted] of The Tail of the Fox Restaurant 8218 3rd Avenue Brooklyn, New York |

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FEDERAL BUREAU OF INVESTIGATION

Date of transcription 2/19/82

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[redacted]
[redacted] was served a Federal Grand Jury (FGJ) subpoena calling for certain [redacted] to be presented to the FGJ Southern District of New York (SDNY), at 10:00 AM, [redacted]

[redacted] advised that Local 157 normally organizes employees in the manufacturing industry, however, they will organize any industry that reaches out to them, providing those particular employees are not already organized by some other union. Local 157 does not seek confrontations with other unions.

Local 157 does, in fact, represent industries other than manufacturing, including gas stations, warehouses, and restaurants.

He noted that he was sure Local 157 represented at least one of the San Remo Restaurants. While he is not that familiar with the Restaurant Division, he stated that Local 157 did represent "a couple" of restaurants. He was not familiar with the names of those restaurants. No Business Agent at Local 157 is assigned to the Restaurant Division because it is so small.

He recalls that recently a French Restaurant (does not recall name) contacted Local 157 seeking representation, however, Local 6 claimed to have already organized those employees. Local 157 knew this was not true, however, to avoid a confrontation with Local 6, Local 157 withdrew its organizational efforts.

A copy of above described subpoena is maintained in 1A.

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Investigation on 2/18/82 at Elmhurst, New York File # NY 183A-2255 *Sub E-779*
by SA [redacted] /cal Date dictated 2/18/82

FEDERAL BUREAU OF INVESTIGATION

5/14/82

Date of transcription

HENRY FINIGUERRA, Secretary/Treasurer of the Journeymen's and Production Allied Services of America and Canada International, Local 157, 86-52 Queens Boulevard, Elmhurst, New York, was interviewed by Special Agent (SA) DOMINIC J. SCAGLIONE. FINIGUERRA was advised of the identity of the interviewing Agent and informed that the purpose of the interview was to acquire knowledge from him concerning the activities of officials of Local 157. The interview occurred at FINIGUERRA's offices.

FINIGUERRA advised as follows:

Local 157 is run solely by VINCENT GULINO, President. GULINO maintains offices on the first floor of the two story building at 86-52 Queens Boulevard, Elmhurst, New York. The second floor houses the offices of FINIGUERRA and two secretaries, [redacted] (sisters). FINIGUERRA completes the majority of the paperwork at GULINO's direction. GULINO is responsible for all phases of the operation of Local 157, including contacts with employers, employees grievances and the negotiation of contracts with employers, as well as the organization of new business.

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JULIUS "Spike" BERNSTEIN is an organizer at Local 157 and has been employed as a union official for Local 157 for approximately four years. BERNSTEIN does not take a salary but rather has full-time use of a 1981 Cadillac at a rental cost fee of \$596.24 per month. BERNSTEIN had this particular automobile for the last fifteen months which is rented from The Tilden Commercial Alliance Corporation in Rosalyn, New York. Prior to using the auto, BERNSTEIN used a new Oldsmobile for approximately two to three years. BERNSTEIN is on premises at Local 157 often, having last been observed by FINIGUERRA approximately one month ago. BERNSTEIN's duties include negotiating contacts and organizing new businesses at Local 157.

A [redacted] is identified as [redacted] New York. In 1980, [redacted] earned \$8,024.00 per her W-2 statement. She has been employed at Local 157 for approximately eight years and was recently fired one month ago by

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Investigation on 5/13/82 at Elmhurst, New York File # NY 183A-2827
by SA [redacted] mar Date dictated 5/13/82

NY 183A-2827

FINIGUERRA for employee insubordination.

Local 157 has approximately 100 businesses unionized, bringing in approximately \$60,000.00 per year in dues.

The Consolidated Welfare Fund is located at 86-52 Queens Boulevard, Elmhurst, New York, the offices of Local 157. FINIGUERRA could offer no explanation why the Welfare Fund was not reported on varied LM2s submitted by Local 157.

A second union operates out of the offices of Local 157. This union is identified as Local 4 of the Office and Professional Employees Union, Medical and Health Employees Union. VINCENT GULINO is President of Local 4 and ANTHONY PARISI is a union official of this union. PARISI gets a 1982 Cadillac for his exclusive use at a cost of \$900.00 per month to Local 4. ANTHONY PARISI is President of Local 143, 133-03 Crossbay Boulevard, Ozone Park, New York 11417, telephone number 738-8995.

FRANK D'APOLITO, a close associate of PARISI, frequents Local 157 offices for the purpose of conversing with VINCENT GULINO.

Local 157 union shops are not serviced properly. FINIGUERRA sends invoices out and receive dues monies from employers on a monthly basis. If those employees on Local 157 invoices are not presently employed at the particular union shop, it is the responsibility of VINCENT GULINO as Field Representative and President of the Local to correct those discrepancies.

VINCENT GULINO earns \$30,000.00 per year between Local 4, Local 157 and the Consolidated Welfare Fund. FINIGUERRA earns approximately \$18,000.00 to \$20,000.00 per year, the majority of his salary coming from the Welfare Fund. Salaries are paid to employees of the various Locals depending upon "wherever the money is".

NY 183A-2827

Finiguerra advised that he was not contacted by any Local 157 restaurant owner/employers (contractors) concerning the recent investigation by the Federal Bureau of Investigation.

The following information was acquired through observation and interview:

| | |
|-------------------|--|
| Name: | HENRY FINIGUERRA 142 Newton Street Queens, New York 63-15 Ellwell Crescent Rego Park, New York |
| Telephone Number: | 896-3819 (Rego Park) ST2-2170 (Newton Street) |
| Date of Birth: | March 24, 1928 |
| Place of Birth: | Brooklyn, New York |
| Arrests: | No arrest record |
| Height: | Five feet-ten inches |
| Weight: | 160 pounds |
| Hair: | Gray/balding |
| Eyeglasses: | Yes |
| Facial Hair: | Mustache |

FEDERAL BUREAU OF INVESTIGATION

8/11/81

Date of transcription

On August 5, 1981, [redacted] doing business as (dba) [redacted] New York City, New York, was interviewed by Special Agents (SAs) [redacted] at the restaurant. [redacted], also known as (aka) [redacted], advised as follows:

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He purchased the [redacted] in January of 1981 for \$800,000.00 from [redacted] of the [redacted] ant. [redacted] employs approximately 14 to 15 persons. The restaurant is under contract with a union known to [redacted] as the "Journeyman's or something or other union." When asked what type of contract [redacted] had with the union he stated, "It's a sweetheart." [redacted] receives a bill for slightly in excess of \$100.00 a month from the union and he sends them a check. He never met anyone from the union and upon inheriting the union from the previous owner never was advised as to any details concerning his union agreement. He is unaware as to whether or not his employees know they are unionized but rather doubts they are knowledgeable of the unionization of the [redacted] is a [redacted] of another restaurant, The Spindle Top, New York City, where approximately ten employees are members of Local 6 of the Hotel and Restaurant Workers and Bartenders Union. Union expenses for ten persons to Local 6 are "much, much higher" than union expenses for 14 to 15 employees at [redacted] Journeymans Local at the [redacted]

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On Tuesday, August 4, 1981, [redacted] came to [redacted] at approximately 4:30 or 5:00 PM and requested a rent check. [redacted] mentioned nothing concerning recent interviews by Agents of the Federal Bureau of Investigation (FBI) concerning his involvement in the hotel and restaurant industry.

Concerning the purchase of the [redacted] \$800,000.00 appeared as a sales figure on contract forms; no under the table payments were made to the previous owner concerning this sale.

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[redacted] was served with a Southern District of New York Grand Jury subpoena calling for his appearance along with certain records on [redacted] at 2:00 PM.

Investigation on 8/5/81 at New York, New York File # NY 183A-2255-183A-2827-Sub B71
by SA [redacted] /sc Date dictated 8/6/81

NY 183A-2255

Name
Alias
Address

Telephone
Date of Birth
Place of Birth
Social Security
Account Number
Education
Hair
Height
Weight
Driver's license
Number
Occupation

[REDACTED]

New York City, New York

[REDACTED]

Brooklyn, New York

[REDACTED]

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High School Graduate

Brown

[REDACTED]

5'11"

220 pounds

[REDACTED]

[REDACTED]

[REDACTED] New York City,

New York:

[REDACTED]

of

[REDACTED]

of

[REDACTED]

[REDACTED]

between

[REDACTED]

(approximately two years):

previous owner of

[REDACTED]

[REDACTED]

Partners

[REDACTED] (attorney); [REDACTED].

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 1/29/82

[redacted], also known as (aka) [redacted] of the [redacted] New York, New York, was interviewed by Special Agent (SA) [redacted]. [redacted] was advised of the identity of the interviewing Agent and told that the purpose of the interview was to acquire information from him concerning Local Union 157 of the Journeymen's and Production Allied Services International Union, Elmhurst, Queens, New York. [redacted] advised as follows:

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All payments to Local 157 by [redacted] corporation, [redacted] doing business as (dba) [redacted] are considered "overhead expenses". Current employees at the restaurant, [redacted] are not aware of any unionization on their behalf by [redacted]. He is not in possession of any union contracts, nor has he met any representatives from Local 157. [redacted] simply receives a bill from Local 157 every month and sends them a corporation check in payment thereof.

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[redacted] is not in possession of any records from [redacted] from [redacted] and not [redacted]

[redacted] requested that Bureau Agent contact another partner in the [redacted], Wall Street attorney at telephone number [redacted].

183A-2827 Sub B-2

Investigation on 1/27/82 at New York, New York File # NY 183A-2255
by SA [redacted] :seb Date dictated 1/28/82

Sub E-
705

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 1/29/82b6
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On January 28, 1982, [redacted], also known as (aka) [redacted] doing business as (dba) San [redacted] New York, New York, was interviewed by Special Agent (SA) [redacted]. [redacted] was advised of the identity of the interviewing Agent and informed that the purpose of the interview was to acquire records in connection with his business dealings with Local 157.

[redacted] advised as follows:

He presented Bureau Agent with 11 cancelled checks and 9 invoices all pertaining to [redacted] and Local 157. The checks reflect \$80 monthly payments between February and December of 1981 to Local 157 by [redacted] on behalf of [redacted].

Invoices are from the Journeymen's and Production Allied Services of America and Canada International Union, 86-52 Queens Boulevard, Elmhurst, New York and reflect dues payable for the same 10 employees on a monthly basis between March and November of 1981. Individual dues amount to \$8.00 per month per employee. [redacted] advised that he is totally unfamiliar with the names of the employees reported on the Local 157 invoices; one or two of these persons may have worked for the [redacted] in the past but [redacted] has no direct knowledge of their employment. [redacted] is of the opinion that these persons had, at one time, been employed by the former [redacted] of the [redacted]. [redacted] arrangement with Local 157 was set up by [redacted] and [redacted] simply continued receiving invoices and making payments, considering such payments to be an overhead business expense. [redacted] current employees at the [redacted] are unaware of any union arrangement with Local 157 on the part of their employer, [redacted] dba [redacted].

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Investigation on 1/28/82 at New York, New York File # NY 183A-2255
by SA [redacted] :seb Date dictated 1/29/82

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 2/10/82

On February 9, 1982, [redacted] of [redacted] New York City, New York, was interviewed at his restaurant. [redacted] advised as follows:

VINCENT GULINO, President of Local 157 visited his restaurant "last week". GULINO was surprised to learn that [redacted] to [redacted] last year.

[redacted] had mailed a list of new employees to GULINO "a couple of months ago".

[redacted] requested that Bureau Agents speak to [redacted], another [redacted] of the [redacted] concerning any further action in the matter.

[redacted] provided Bureau Agents with the new list of [redacted] employees that [redacted] advised was previously given to Local 157.

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183A-2827 Sub B-10

Investigation on 2/9/82 at New York, New York File # NY 183A-2255 SUB E
by SAS [redacted] and [redacted] /DJS/cal Date dictated 2/10/82

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 1/29/82

[redacted] and [redacted] in the [redacted] [redacted] doing business as (dba) [redacted] was interviewed by Special Agent (SA) [redacted] at his offices, [redacted] 55 Broad Street, New York, New York; [redacted] was advised of the identity of the interviewing Agent and informed that the purpose of the interview was to acquire information concerning the [redacted] and its business dealings with Local Union 157 of the Journeymen's and Production Allied Services International Union. [redacted] advised as follows:

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This union arrangement was passed on to [redacted] and its members by the former [redacted] of the [redacted]. The arrangement is a most expensive business deal and as a result was never questioned by [redacted] or other members of [redacted] Employees at the [redacted] are unaware of any union activity on their behalf by [redacted] Officials. No union contracts are in existence and a nominal fee is sent each month by [redacted] to Local Union 157. This arrangement went into existence in January, 1981, as handed down by [redacted] when [redacted] purchased the [redacted] from [redacted] requested the interviewing Bureau Agent inform him as to whether or not Local Union 157 does in fact exist.

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[redacted] was served with a Southern District of New York (SDNY) Grand Jury Subpoena duces tecum requesting that certain records be delivered to the United States Courthouse on [redacted] [redacted] advised that he would telephone [redacted] and instruct him to turn over whatever records requested by Bureau Agents on January 28, 1982.

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183A-2827 Sub B-3

Investigation on 1/27/82 at New York, New York File # NY 183A-2255 *Sub E-706*

by SA [redacted] :seb Date dictated 1/28/82

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 2/11/82

On February 10, 1982, [redacted]

[redacted] New York City, New York,
[redacted] was interviewed by Special Agents (SAS) [redacted]
[redacted] at his offices. [redacted] was advised
of the identity of the interviewing Agents and informed that the
purpose of the interview was to discuss Taft-Hartley violations
on the part of [redacted] in connection
with their union contract with Local 157.

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[redacted] advised as follows. If he and [redacted] also
known as [redacted] of the [redacted]
are guilty of Taft-Hartley violations then they "will pay their
fine" as opposed to cooperating with Federal authorities.

If, however, after any inquiry by [redacted] it is determined that
[redacted] was "paying off labor officials under the table" [redacted] will
immediately report this to Bureau Agents. [redacted] is of the opinion
that [redacted] is "street wise" and will not ever cooperate with the
authorities. [redacted] after re-considering the prospect of a pattern
of Taft-Hartley violations occurring at [redacted]
advised that he will make a sincere effort to convince [redacted] to
fully cooperate with Federal authorities.

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On February 16, 1982, [redacted] will advise Bureau Agents as
to the results of his conversations with [redacted]

183A-2827 Sub B-12

Investigation on 2/10/82 at New York, New York File # NY 183A-2255 Sub B-12
by SAS [redacted] and [redacted] /DJS/cal Date dictated 2/11/82

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 2/23/82

On February 19, 1982, [redacted] of the
[redacted] contacted Special Agent (SA)
[redacted] and advised as follows:

[redacted] also known as [redacted]
of the [redacted] refuses to allow Bureau Agents to
electronically monitor conversations or testify against members
of Local 157 in the instant matter. [redacted] also denied making
any cash payoffs to Local 157 officials. [redacted] will continue to
provide whatever assistance requested by Bureau Agents as [redacted]
[redacted] of the [redacted]

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183A-2827 Sub B-15

Investigation on 2/19/82 at New York, New York File # NY 183A-2255 *Sub E H8*
by SA [redacted] cal Date dictated 2/23/82

FEDERAL BUREAU OF INVESTIGATION

Date of transcription
6/10/82

1

[redacted] was interviewed by Special Agents (SAs) [redacted] and [redacted] at her residence. [redacted] was advised of the identities of the interviewing Agents and informed that the purpose of the interview was to acquire information from her concerning [redacted] for Local 157. [redacted] advised as follows:

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[redacted] has been employed with Local 157 since 1974. Prior to employment with Local 157, [redacted] was a housewife; she acquired the job through her sister who had worked in the vicinity of Local 157 and was familiar with officials of that union. [redacted] started off on a part-time basis with Local 157, utilizing her [redacted] abilities in the processing of documents. Throughout the course of her employment, [redacted] received varied job assignments culminating in her becoming a [redacted] along with organizers JULIUS "SPIKE" BERNSTEIN and VINCENT GULINO, President. In [redacted] [redacted] was fired by Secretary/Treasurer of Local 157, HENRY FINIGUERRA.

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At the end of [redacted] decided to terminate her employment with Local 157 due to major improprieties on the part of officials of that union. In [redacted] 1981, VINCENT GULINO, President of Local 157, gave [redacted] in the amount of [redacted]. This check was to [redacted] employees by Local 157 Officials. [redacted]

Clearly printed on the check was the phrase, [redacted]

[redacted] was dated [redacted] 1981. [redacted] passed out [redacted] to approximately [redacted] employees at [redacted]. VINCENT GULINO handled contract negotiations with [redacted] [redacted] received numerous complaints from [redacted]

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Interviewed on 5/17/82 at [redacted], New York

File # NY 183A-2827
(SUB-B) - 48

By SAs [redacted] and [redacted] / [redacted] / mr

Date Dictated 5/21/82

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NY 183A-2827 (SUB-B)

2

employees of [] concerning unpaid [] as well as the payment of union dues, \$8.00 a month, by employees without proper representation by Local 157 Officials. VINCENT GULINO and family were continuously dressed in [] clothing.

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The Consolidated Welfare Fund operates at the offices of Local 157; this fund is administered by HENRY FINIGUERRA, Secretary/Treasurer of Local 157. This fund was organized to provide welfare and dental benefits to those members of Local Union 157. Prior to June, 1980, this fund had as its insurance carrier a company identified as American Medical Insurance Company (AMI), Old Country Road, Hicksville, Long Island. Also, American Dental Centers handled the dental coverage for the Consolidated Welfare Fund; []

wherein the locations of nine offices were identified. The Nassau Office utilized by Local 157 was identified as located at 111 Old Country Road, corner of Jerusalem Avenue, between Routes 106 and 107, Hicksville, New York, telephone number 516-822-9292. During AMI's tenure, hospital benefits were covered by Blue Cross and doctors' benefits handled through AMI; after June of 1980, Blue Shield replaced AMI for medical benefits and Blue Cross was retained for hospital benefits. The telephone number of Blue Cross []

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[] for discussions concerning coverage was 212-481-2820; a secondary telephone number for general use at Blue Cross was 212-490-4141. Average costs for medical coverage were \$74.00 per month per employee for family coverage and \$35.00 to \$38.00 per month for individual coverage. Initiation fees to join Local 157 were \$35.00 and dues were \$8.00 per month per employee. AMI and American Dental Centers are related companies having the same address and telephone numbers as per documentation []

[] numerous complaints of unpaid insurance claims by members of Local 157; further reports of being turned away by doctors and dentists were received

[redacted] for Local 157. Additionally, [redacted] checks in the offices of the [redacted] payable to Local 157 members with endorsements by those employees on the rear of the checks. Constant inquiries by [redacted] of those employees claiming not to have received those benefits resulted in adamant denials on numerous occasions by said employees of ever having received any payment from the Consolidated Welfare Fund for claims submitted. HENRY FINIGUERRA, Administrator of the [redacted], made it a practice to personally handle the processing of welfare claims through the fund; [redacted] in the handling of those welfare claims. However, [redacted] the [redacted] of FINIGUERRA, [redacted] (Phonetic) (PH), did make entries in the fund as well as other union records, unlike other employees of Local 157.

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FINIGUERRA's [redacted] is identified as [redacted] (PH), presently employed at the First National City Bank in Elmhurst on Queens Boulevard, opposite the offices of Local 157. Local 157 has numerous accounts at that bank. Excessive delays were common in the payment of certain welfare claims for Local 157 members and instances of employers paying or welfare coverage of certain selected employees, not members of Local 157, were also noted by shop stewards at the various shops unionized by Local 157.

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FINIGUERRA substantially reduced welfare benefit coverage in adopting the 21-day coverage plan as opposed to the 120-day plan formerly a part of the Blue Cross coverage.

[redacted] Local 157 member and employee at [redacted], at one time submitted a welfare claim for approximately \$150. [redacted] never received payment for this claim by the fund. Her [redacted] Local 157 member and employee of [redacted], submitted bills per welfare claims in excess of \$2,000 and never received payment. After much frustration, [redacted] was advised by [redacted] to withdraw further requests for payment considering the matter futile.

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Local 157 members [] having knowledge of non-payment of welfare claims submitted to the Consolidated Welfare Fund are as follows:

[], C.C. and Comforter, Clifton, New Jersey;

[], Wisener Products, Kennedy Boulevard, Hudson County, New Jersey (Jersey City or North Bergen);

[], Ampack Plastics, 14th Street, Brooklyn, New York;

Grand Manor Nursing Home, 701 White Plains Road, Bronx, New York, [];

RCA Leasing, Huntington, Long Island ([] not identified).

A company whose unionization was personally handled by HENRY FINIGUERRA, Secretary/Treasurer of Local 157, is identified as Emil Ash Chemicals, Jericho Turnpike, Long Island, New York. [] considers the servicing of an employer, concerning the unionization of his shop by the secretary/treasurer of a union, an oddity.

In September, 1980, the Grand Manor Nursing Home, 701 White Plains Road, Bronx, New York, opened for business. [] was directed by GULINO to [] employees of that establishment. A document was prepared wherein employee pay scales were detailed along with job description. Employees were explained various benefits and dues authorization cards, welfare fund forms and life insurance forms were secured from each employee wishing to join Local 157 by []. For those [] employees, [] explained the rate structure and job description in []. Signatures on the document were acquired from each prospective Local 157 member. Approximately 100 members participated in the unionization process.

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GULINO handled the contract negotiations with the owners of the Grand Manor Nursing Home. This contract contained reduced rates per job description in opposition to the original document presented to employees by [] wherein their signatures were acquired. GULINO's Grand Manor contract contained substantially reduced payroll rates, yet this contract had those same signatures attached thereto, much to the surprise of [] and Local 157 members at the Grand Manor Nursing Home. Numerous complaints were received concerning denials of dental and medical fund claims from [], a [] at the Grand Manor. Documents containing the unionization of employees at the Grand Manor Nursing Home were never reviewed by the shop steward at that shop.

Employees of the Grand Manor Nursing Home ceased to belong to Local 157; however, owners of that establishment continued to consider Local 157 the bargaining agent for its employees over the objection of these employees. Enhancing the existence of this condition concerning Local 157 at the Grand Manor Nursing Home is the presence of a company called National Labor Services of New Jersey. This company performs various administrative functions for its clients including management and payroll functions. Checks payable to Grand Manor Nursing Home employees are National Labor Services' checks. This company is owned by a personal friend of GULINO who reportedly has had "problems with the FBI" in the past. This person is described as a white male, heavy-set, black hair, in mid-forties, who frequents a social club on Metropolitan Avenue in Brooklyn.

[] (Phonetic) (PH), [] of GULINO, is employed by National Labor Services at the Grand Manor Nursing Home. All the papers concerning the unionization of that establishment by Local 157 are kept in her office, and are inaccessible to the shop steward. National Labor Service is also present at the Indian Point Nuclear Plant in upstate New York; this establishment is a Local 157 union shop, organized and serviced by VINNIE GULINO and []

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A registered nurse at the Grand Manor Nursing Home, identified as [REDACTED], lodged several complaints with Local 157 concerning her firing by the Grand Manor Nursing Home owners. [REDACTED] advised that she had been unjustly accused of sleeping on the job but received no assistance whatsoever from Local 157 Officials in her plight.

In November, 1980, GULINO instructed [REDACTED] to go to the premises of Midway Hospital Supply, Incorporated, 155 Schermerhorn Street, Brooklyn, New York, with 40 authorization cards from the Blouse, Skirt and Sportswear Workers Union, Local 23-25, ILGWU - AFL-CIO and have that many employees sign these cards. GULINO explained that a consolidation of two companies was occurring; these two companies were identified as R. and J. Manufacturing Corporation and Midway Hospital Supply Incorporated.

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R. and J. Manufacturing Corporation had been unionized by Local 5A and Midway Hospital Supply was unionized by Local 294, a GULINO union headed by himself and HENRY FINIGUERRA and entitled the Factory Production Specialists and Assemblyworkers Union, Local 294, 86-52 Queens Boulevard, Elmhurst, New York, 11373. GULINO advised [REDACTED] that the employees of R. and J. Manufacturing Corporation were dissatisfied with 5A's representation and it would be to the benefit of the employees to be unionized by Local 294, a GULINO union. Only by forcing an election would this goal be reached, and [REDACTED] was instructed to secure the signatures of over one-third of the work force, approximately 40 persons on authorization cards from Local 23-25.

[REDACTED] appealed to the predominantly [REDACTED] majority of employees and secured the documents for Local 23-25 explaining that subsequent to their electing Local 294 at a November, 17, 1980, election, proper union representation would be afforded them by [REDACTED] and other Local 294 representatives.

Two days prior to the November 17, 1980 scheduled election, GULINO withdrew Local 294 from the running, leaving the owners of Midway Hospital Supply with Local 23-25 as its bargaining agent. In that ILGWU labor costs are substantially higher than Local 294 labor costs, the owners of Midway Hospital Supply Incorporated went out of business in approximately February, 1982, due to unanticipated labor costs. GULINO advised [redacted] that the entire election process was organized by him in an effort to "get even" with the [redacted] Incorporated, [redacted] and [redacted]. The Local 23-25 authorization cards were supplied by that Local's business agent, [redacted], to GULINO. Local 5A is run by RICHARD COSTELLO, one of the original organizers of Local 143 with HENRY FINIGUERRA and ANTHONY PARISI.

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In late 1979, early 1980, the employees of a company called All Trade Quilting, Spencer Street, Brooklyn, New York, were interested in becoming unionized by Local 155 of the ILGWU. All Trade Quilting was under contract with Local 157 through its [redacted]. Employee personnel were unaware of their unionization. A hearing ensued at the National Labor Relations Board in Brooklyn wherein GULINO testified at length concerning the unionization of All Trade Quilting by Local 157 and the subsequent challenge by Local 155 of the ILGWU. All Trade Quilting employs approximately five to seven people. Currently, Local 155 of the ILGWU is the bargaining agent for that company.

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A third Local is housed at the offices of Local 157, known as Local 4, run by VINCENT GULINO and ANTHONY PARISI. This union is concerned primarily with the unionization of employees of nursing homes. [redacted] was prohibited from participating in any discussions between GULINO and PARISI concerning Local 4. PARISI performs no function for Local 4 as he is an officer of Local 143 at Cross Bay Boulevard. The Leben Home, at 43th Avenue, Jackson Heights, Queens, is one employer under contract with Local 4, among several others.

Concerning Local 294, it became apparent to [] that whenever a contract would expire under Local 294, Local 157 would, in almost all cases, replace Local 294 as the collective bargaining agent for employees.

Local 157 was replaced by the Amalgamated Workers Union in April of 1982; [] was advised by GULINO to cease her involvement with Tahari Limited since the Amalgamated Workers Union would be replacing Local 157 in the near future. It became apparent to [] that GULINO was aware of the replacement of Local 157 by Amalgamated months before that news became public. Tahari Limited was unionized approximately three to four years ago by GULINO of Local 157. During the course of Local 157's contract with Tahari Limited, the ILGWU made an attempt to replace 157 as the bargaining agent. On occasion, acts of violence were committed by ILGWU representatives including physical abuse of [] along with the burning of Tahari Limited products with acid.

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JULIUS "SPIKE" BERNSTEIN is a business agent of Local 157. [] accompanied "SPIKE" on limited occasions to employers, including A.R.E. Sportswear, 14th Street in Brooklyn. "SPIKE" handled the negotiations and advised the owners of that establishment what benefits would be given to employees under the guidelines of the contract. [] observed "SPIKE" BERNSTEIN in the offices of Local 157 on numerous occasions in the early morning hours.

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Employees of Local 157 were, as a general practice, paid in cash.

[] incurred numerous expenses in the performance of her duties as a business agent for Local 157. Receipts for

expenditures were submitted to FINIGUERRA along with a total dollar amount for periodic expenditures. FINIGUERRA instructed [] to endorse a blank Local 157 check, and she was paid in cash for her expenditures. [] would never see the endorsed Local 157 expense check subsequent to signing it in its blank form.

FINIGUERRA at one time advised [] that he was intending to purchase a house for his [] (PH), an employee at the First National City Bank on Queens Boulevard in Elmhurst, Queens, opposite the offices of Local 157. Local 157 has accounts at that bank.

The following information was acquired through observation and interview:

Name:

Date of Birth:

Place of Birth:

Marital Status:

Husband:

[]

Married, two children

[] employed by

[]

Telephone Number:

Employment:

Former Employment:

Unemployed

[] Local 157,

Elmhurst, Queens - []

Hair:

Brown

Height:

[] inches

Build:

Medium

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[] has continued to conduct conversations with various shop stewards and members of Local 157 since her [] on [] 1982. In early May, GULINO telephoned [] at her residence and advised that he had heard that she was "talking bad

NY 183A-2827 (SUB-B)

10

about me." [] advised that she had only been telling the truth about some of GULINO's past practices as a Local 157 Official to current Local 157 members who inquired.

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FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription
6/8/82

[redacted], Long Island, was interviewed on May 28, 1982, by Special Agents (SAs) [redacted] and [redacted]. The interview took place at the residence of [redacted] who is aware of the identity of the interviewing Agents and the purpose of the interview. [redacted] advised as follows:

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[redacted] eleven legal size pages of handwritten summaries of [redacted] for Local 157 for the years 1980, 1981 and 1982 (April). These summaries were comprised from original notes which [redacted] requested to retain at this time. Original invoices substantiating these expenditures were presented to HENRY FINIGUERRA, Secretary/Treasurer of Local 157, at the time of their incurrence and have been retained by him. [redacted] elected to keep a [redacted] as a result of FINIGUERRA's practice of instructing [redacted] to [redacted] and subsequently paying [redacted] [redacted] never saw the [redacted] of the Consolidated Welfare Fund, [redacted], advised [redacted] due to the suspicious nature of FINIGUERRA's [redacted] [redacted].

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[redacted] of the Consolidated Welfare Fund, left that position in [redacted] [redacted] that FINIGUERRA was incompetent in connection with his position as administrator of the Consolidated Welfare Fund. [redacted] was of the opinion that she would become involved in improprieties at a later time since part of her duties required the signing of certain documents prepared by FINIGUERRA. [redacted] was reportedly advised to leave the position by her father after advising him of the ongoing at the fund. [redacted] is presently employed at the [redacted] her telephone number at work is 961-8161. She is 24 years old and resides at home with her parents.

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Interviewed on 5/28/82 at [redacted], New York

File # NY 183A-2827
(SUB-B) -47

By SAS [redacted]

/mr

Date Dictated 6/4/82

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[] was presented with a photograph of FRANK D'APOLITO whom she positively identified as a close friend and companion of VINCENT GULINO, the president of Local 157. D'APOLITO has been seen by [] at Local 157 on numerous occasions meeting with both GULINO and FINIGUERRA.

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In 1980, GULINO instructed [] to go to a company called [] New Jersey, operated by a [] (Last Name Unknown) (LNU) and sign up approximately 60 to 70 employees. [] complied and had dues authorization cards, welfare and life insurance forms filled out by those employees. Approximately one year later, those employees who were members of Local 157 were extremely dissatisfied with their union membership and urged withdrawal from that union. Their complaints centered around the non-payment of welfare benefits. In January of 1982, [] was advised by GULINO that the company was not paying into the welfare fund on behalf of its members.

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[] of [] New York City, New York, [] complained to [] in 1981 that he was being badgered by representatives of the International Ladies Garment Workers Union (ILGWU) for payment for a jobless agreement. With the signing of a jobless agreement, a garment center company owner is compelled to pay a stipulated amount to the ILGWU ostensibly in connection with employee benefit funds; it remains immaterial as to whether or not that particular garment center business owner is an ILGWU contractor or has a contract in effect with a completely independent union outside the ILGWU. [] frustration centered around his advising [] that he is paying "taxes" to ILGWU representatives. [] interpreted this to mean under the table payments for labor peace.

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[] is the [] of [] center manufacturer at [] [] is a Local 157 contractor yet has signed a jobless agreement with the ILGWU calling for payments totalling approximately \$4 to \$6 thousand per year.

[] supplied two ILGWU remittance statement blank forms which detail funds which are paid into pursuant to the signing of a jobless agreement by a non-ILGWU contractor. the names of these funds include the Industry Promotion Fund, the Holiday Fund, and the Disability Benefits Fund; the latter funds are located at 225 West 34th Street, New York, New York, 10001, telephone number 212-279-2986. The former fund is part of Local 23-25 of the ILGWU located at 575 Seventh Avenue, New York, New York, telephone WA9-2600.

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[] welfare and dental coverage from the Consolidated Welfare Fund. A March 24, 1977, two-in-one manual from the Blue Cross of New York and the American Medical Insurance (AMI) Semi-Private Plan for the Consolidated Welfare Fund, 8652 Queens Boulevard, Elmhurst, New York, 11373, was acquired. The Blue Cross Group Number is GC81763. Subsequent to AMI being replaced by Blue Shield after June of 1980, a Blue Shield Group Identification Number is 81764.

The AMI, Consolidated Welfare Fund Dental Program received an AMI Group Number 10153. Coverage was substantially reduced on the Plan subsequent to initial acquisition by FINIGUERRA and the Consolidated Welfare Fund.

A group enrollment and record card of the North Atlantic Life Insurance Company [] in connection with life insurance offered by the Consolidated Welfare Fund in the amount of individual life policies totalling \$4,000.

A Consolidated Welfare Fund Identification Card for an [] for Blue Cross and Blue Shield coverage was submitted []

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Local 157 membership application forms were [] for reference.

A Consolidated Welfare Fund flyer, specifying Blue Cross coverage, American Dental Insurance Company coverage, life insurance \$4,000 plans and 4-A dental plans, []

A letter from [] in connection with a []
[], 1981, was also given to
Bureau Agents along with the original envelope.

This letter reads. "[]

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A Journeymens and Production Allied Service of America
and Canada International Union Local Number 157 check, number
[], payable to [] and dated [] was
given to Bureau Agents as evidence of [] payment upon
her []. The check is signed by VINCENT
GULINO and HENRY FINIGUERRA and is drawn on the Citibank, 87-11
queens Boulevard, at 55th Avenue, Elmhurst, New York, 11373, on
account number 02100008915316831167; the check details the
following three amounts totalling \$[] - refund expenses -
\$[], one day - \$[] one week - \$[], paid in full,
\$[].

The following persons are to be contacted concerning
complaints of outstanding welfare fund claims:

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[] (PH), [] at Tahari
Limited, 525 Seventh Avenue, 21st Floor, New York City,
New York;

[] and husband, Tahari Limited;

[], Misty Touch, 525 Seventh Avenue, 18th
Floor;

[], Misty Touch;

[redacted], son of [redacted]
[redacted] and [redacted] (PH)
[redacted]
[redacted]
[redacted] (LNU) of the [redacted]

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Initially, the Consolidated Welfare Fund offered Plan S-19 for Blue Cross coverage for its Local 157 employees. Under Plan S-19, hospital coverage extends to a 120-day period; FINIGUERRA then contracted with blue Cross for a much reduced benefit plan entitling recipients to a mere 21-day hospital benefits coverage. Employees of the Grand Manor Nursing Home vehemently objected to the revised, reduced hospital coverage.

The following is a list of Local 157 contractors, names of owners, and their telephone numbers as [redacted]:

List Number One:

1. Birchwood Nursing Home
[redacted]
2. Blue Star Poly Bag Company
[redacted]
3. Clifton Comforters Incorporated
[redacted]
4. Cornerstone Knitting Company
[redacted]

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5. Cougar Car Creations

[REDACTED]

6. Jenice Fabrics

[REDACTED]

7. Lion Die Cutting Company
383-3841

8. Midway Hospital Supply Company

[REDACTED]

9. Millflow/Regal Extract Company

[REDACTED]

10. Misty Touch

[REDACTED]

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11. Morning Lady/Tahari Limited

[REDACTED]

12. Nap Industries Incorporated

[REDACTED]

Always wants to break with GUILANO or HENRY.
Never showed contract to employees.

13. New Haven Manor

[REDACTED]

14. Paramount Thread Company
AL5-0470 [REDACTED]

15. Park Poly Bag Manufacturing Incorporated

[REDACTED]

16. Peppy Girl Incorporated
New York 594-1255
New Jersey 777-3800
777-2075

17. Plus Two Sportswear Limited

[REDACTED]
471-5500

(SPIKE is business agent here)

18. Richezza Incorporated

[REDACTED]

19. Shalom International Corporation

[REDACTED]

20. Studio 44

[REDACTED]

21. Sunburst Enterprises

[REDACTED]

421-8036 STORE

22. Surfside Manor

[REDACTED]

23. Trebor Sportswear Incorporated

[REDACTED]

24. Wiesner Products Incorporated

[REDACTED]

25. Young Reflections Incorporated

[REDACTED]

26. Gloria Manor

[REDACTED]

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27.



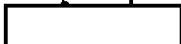
Hotel NE4-3400

28. MACO (516)

295 Fifth Avenue, Room 520

List Number Two:

Nap -



1. Allied Extruders

ST6-2323



2. ARE Sportwear, Limited

436-1900

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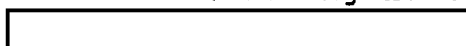
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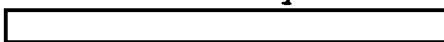
3. , Esquire



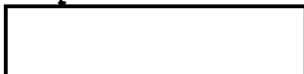
4. Birchwood Nursing Home



5. Blue Star Poly



Impact:



Apartment 1B

Bronx, New York

6. Clifton Comforters Incorporated



7. Cornerstone Knitting Company



8. Cougar Car Creations, Incorporated
[REDACTED]

9. Gloria's Manor Home For Adults
[REDACTED]

10. Hartall Casting Company
840-8855

11. Leben Home
639-1800

12. Lion Die Cutting
383-8841

13. Maco Knits
516-489-8200

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25. Studio 44
[REDACTED]

26. Sunburst Enterprises
[REDACTED]

27. Surfside Manor
[REDACTED]

28. Wiesner Products 201-854-3808
[REDACTED]

Talelord Jeans 366-4995
Wavecrest [REDACTED]

29. All Trade Quilting
Spencer Street
Brooklyn, New York
EV4-2421 [REDACTED]

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 6/10/82

[redacted] was interviewed by Special Agents (SAs) [redacted] and [redacted] at her residence, [redacted] Long Island. [redacted] is familiar with the identity of the interviewing Agents; she advised as follows:

A [redacted] was [redacted] in December of 1981, by Local 157 President VINCENT GULINO in GULINO's offices at 86-52 Queens Boulevard, Elmhurst, New York (NY). [redacted] never [redacted] knowing that it would be an impropriety to do so as a [redacted] for Local 157 having Tahari Limited as a contractor. [redacted] had been the recipient of numerous complaints concerning Local 157 treatment of its members at Tahari Limited over the course of [redacted] for that local.

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[redacted] (Phonetic) of [redacted] [redacted] e, New York City (NYC), NY, [redacted] advised [redacted] in approximately 1980, that efforts by ILGWU Official [redacted] to have [redacted] sign a jobless agreement were successful since [redacted] felt that unless he sign the agreement, his employer, [redacted] would be struck by members of the ILGWU, Locals 23-25. On the day that [redacted] negotiated the jobless agreement with [redacted] and [redacted] of [redacted] [redacted] met VINCENT GULINO outside the offices of [redacted] GULINO and [redacted] are friends and it was the opinion of [redacted] that GULINO brought [redacted] to [redacted] for purposes of having the jobless agreement signed. [redacted] was a contractor of Local 157. [redacted] recently [redacted] company named [redacted] is of the opinion that this shop is a Local 157 contractor. The telephone number at that location is 944-8010; [redacted] was at one time a [redacted] for the ILGWU.

Investigation on 6/9/82 at [redacted] Long Island File # NY 183B-2827 SUB-B - 56
by SA [redacted] /DJS/pmi Date dictated 6/10/82

JULIUS "SPIKE" BERNSTEIN is usually at the offices of Local 157 in the early morning hours whereupon he accompanies VINCENT GULINO to breakfast at Dolly's, a luncheonette adjacent to the union offices.

FRANK D'APOLITO meets with Local 157 President VINCENT GULINO at GULINO's downstairs offices on numerous occasions. These meetings occur in the morning as well as in afternoon periods. HENRY FINIGUERRA also meets with D'APOLITO in GULINO's offices.

ANTHONY PARISI of Local 143 and Local 4, at one time moved his offices from the Bronx to the offices of Local 157 at 8652 Queens Boulevard. Approximately six months later during this 1978-79 period, an argument ensued between PARISI and FINIGUERRA concerning FINIGUERRA's mishandling of Local 143 matters and PARISI moved to a new location.

At GULINO's downstairs offices at Local 157, he maintains a private telephone in addition to the Local 157 switchboard telephone lines; HENRY FINIGUERRA also maintains a private telephone in his office on the second floor of the Local 157 offices.

An A.B. Dick computer is on the premises on the second floor at Local 157; all records concerning union business are kept in this computer including contracts and billings. Information is presented on a screen by the computer which is operated by HENRY FINIGUERRA and [REDACTED] and [REDACTED] (Last Name Unknown (LNU)).

In the basement of Local 157 offices, numerous records are maintained. Access to the basement is gotten through [REDACTED] downstairs office.

[REDACTED] (LNU) of ~~Aphrodesia~~ (Phonetic), 1400 Broadway, 19th Floor, was a 157 contractor; [REDACTED] (LNU) signed a jobless agreement with the ILGWU, Locals 23 and 25.

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Local 4, 86-52 Queens Boulevard, Elmhurst, NY, has numerous Atlantic City, New Jersey, nursing homes under contract. The largest of these nursing homes is the Shore Manor, recently named the South Carolina Nursing Home at Atlantic City. FINIGUERRA visited that location numerous times. FINIGUERRA complained to [REDACTED] that RICHARD COSTELLO was attempting to reorganize Local 4 to the dismay of FINIGUERRA. Due to [REDACTED] eagerness to acquire additional information concerning this conflict, FINIGUERRA ceased discussion on the matter.

FINIGUERRA was extremely happy when [redacted]
left as [redacted]; FINIGUERRA then went on to
reduce benefits on the health and dental plans afforded Local
157 members.

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[redacted] (Phonetic) is the [redacted]
[redacted]

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription
3/31/82

On March 25, 1982, [redacted] of [redacted] New York, was interviewed by SAS [redacted] and [redacted] at the offices of the Federal Bureau of Investigation (FBI). [redacted] was advised of the identity of the interviewing agents and told that the purpose of the interview was to question him concerning Local Union 157. [redacted] was advised of his rights and refused to sign an FD-395, Advice of Rights form.

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[redacted] advised as follows:

He understands his rights as advised by writer. He [redacted] the [redacted] since 1970 having previously been employed in the Garment Center where he acquired a dislike for unionism. Approximately eight years ago a union official named "SPIKE" convinced [redacted] to "join up" with Local 157.

[redacted] reviewed Local 157 invoices and stated that at least five out of eight employees listed are no longer employed by him. Employee [redacted] has been gone two years; employee [redacted] has been gone approximately three years; employee [redacted] has been gone two years.

[redacted] approximately 16-20 employees at the [redacted] No dues are withheld from anyones salaries.

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"SPIKE" comes to the restaurant frequently; [redacted] refused to acknowledge payoffs to "SPIKE" and other Local 157 union officials commenting that he had once witnessed a murder at [redacted] restaurant and testified against the perpetrator who is scheduled to be released from prison this year. [redacted] is in fear of that perpetrator and does not wish to be fearful of Spike and other union officials since he is not sure of their backgrounds.

Interviewed on 3/25/82 at New York, New York File # NY 183A-2827 Sub-B
By SAS [redacted] and [redacted] /DJS/mb Date Dictated 3/31/82

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The following information was acquired through observation and interview:

| | |
|------------------|---------------------------------|
| Name | [REDACTED] |
| Address | [REDACTED] New York [REDACTED] |
| Telephone number | [REDACTED] |
| Date of Birth | [REDACTED] |
| Place of Birth | Brooklyn, New York |
| Arrests | No arrests |
| Education | 2 1/2 years high school |
| Married | Single |
| Military | United States Navy 1955-1957 |

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[REDACTED] was served a Southern District of New York Grand Jury subpoena duces tecum calling for an [REDACTED] appearance.

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 6/7/82

On June 7, 1982, [redacted] at the [redacted], was contacted [redacted] New York.
[redacted] advised as follows:

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He has not made the July, 1982, \$500.00 payoff to JULIUS "SPIKE" BERNSTEIN of Local 157, as of yet; he anticipates being contacted by BERNSTEIN who usually gives him one half to one day's notice of BERNSTEIN's coming to the restaurant where the payoff takes place. The passage of the money usually occurs inside [redacted] office at the [redacted] [redacted] occasionally, the passage takes place in an automobile in the parking lot or inside the restaurant proper.

[redacted] will contact his attorney, [redacted] [redacted], New York City, New York, [redacted], concerning the use of physical and/or electronic surveillance of the BERNSTEIN payoff.

Investigation on 6/7/82 at Brooklyn, New York File # NY 183A-2827 Sub B-34
by SA [redacted] /ras Date dictated 6/7/82

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FEDERAL BUREAU OF INVESTIGATION

Date of transcription
11/29/821

On November 26, 1982, a pretext call was made to [redacted] and [redacted] of the Hotel and Restaurant Workers and Bartenders Union, Local 5, New York, New York, in connection with costs for employers pension and welfare charges for Local 6 members employed by them.

[redacted] advised as follows:

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Charges for welfare coverage per employee for 1981 are \$15.60 per week and \$13.65 per employee per week for those employers who are members of the Restaurant League of New York. Monthly charges are \$62.40 and \$54.60 respectively.

Charges for pension coverage are \$13.00 per week per employee. Restaurant League employer's charges are \$11.00 per week. Monthly charges are \$52.00 and \$44.00 respectively.

The above charges pertain to dining room employees.

Cooks and other restaurant employee's welfare coverage is seven percent of the first \$225.00.

Pension charges are five percent of the first \$225.00.

Interviewed on 11/26/82 at New York, New York File # NY 183A-2827

By SA [redacted] /sav

Date Dictated 11/26/82

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FEDERAL BUREAU OF INVESTIGATION

Date of transcription 3/19/82On 3/18/82, [redacted]

[redacted] New

York was interviewed by SAS [redacted] and [redacted] at the restaurant. [redacted] was apprised of the identity of the interviewing agents and advised that the purpose of the interview was to question him concerning his union contract with Local 157. [redacted] advised as follows:

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He [redacted] approximately four years ago when he [redacted] of the building, [redacted]. During renovation of the building, performed primarily by [redacted], many union officials were dropping off business cards, VINCENT GULINO of Local 157 also visited.

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[redacted] who subsequently signed a contract with GULINO's Local. [redacted] with GULINO's [redacted] and knew of GULINO through mutual neighborhood acquaintances at Maspeth, Queens.

Bills are sent in from the union every month and dues deducted from employee salaries are forwarded in payment thereof. To date no union benefits have been received by dues paying employees in the form of representation, union meetings, right of election or the appointment of a shop steward. [redacted] is not knowledgeable as to whether or not any pension or welfare benefits are included under his contract with Local 157.

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Fifteen to twenty persons are employed at his restaurant depending on holidays, parties or seasonal trends. [redacted] explained that on the average only four persons are recorded as dues paying employees by Local 157 since VINCENT GULINO, President of the Local had asked other employees to join and was met with negative responses. VINCENT GULINO spends a lot of time at the restaurant averaging approximately once or twice a week for drinks and dinner. GULINO pays his own expenses.

GULINO was at the bar during the course of this interview with [redacted] by BUAGENTS this date, 3/18/82.

GULINO is fully aware of the number of employees at the [redacted] due to frequency of visits and length of time spent there. [redacted] never made any "under-the-table" payments

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Investigation on 3/18/82 at Long Island City, NY File # 183A-2255 Sub E-728

by SAS [redacted] Date dictated 3/19/82
[redacted] /DJS/ab

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to GULINO or any other representatives from Local 157 for his contract which is a "terrific business deal."

[redacted] was served a Southern District of New York subpoena duces tecum calling for a [redacted] appearance with records. b6 b7C

[redacted] a [redacted] restaurant at [redacted] where Local 157 is the representing union. No contract has been signed to date.

[redacted] reviewed an original contract with Local 157 dated 2/2/81 and advised this was his second signed contract with Local 157.

The following information was acquired through observation and interview:

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| | |
|----------------|---|
| Name | [redacted] |
| Address | [redacted] |
| DOB | [redacted] |
| POB | New York City, New York |
| Marital Status | Married; 3 children |
| Arrests | Late 1960's - simple assault New York City, New York |
| Height | 5 feet 10 inches |
| Weight | 180 lbs. |
| Hair | Brown - receding hairline expensively dressed. |

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 3/23/82

On March 19, 1982, [redacted]

[redacted] New York City, New York was interviewed by Special Agents (SAs) [redacted] and [redacted] was advised that the purpose of the interview was to question him concerning his [redacted] with Local Union 157.

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[redacted] advised as follows:

During the period 1970-71 [redacted] went into partners with [redacted]; in the years to follow several business properties were purchased including the [redacted] and [redacted] and buildings housing them. In January, 1980, [redacted] and [redacted] had a falling out and [redacted] agreed to relinquish his interests in their real property in exchange for full ownership of the [redacted]

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Presently [redacted] pays dues monies to Local 157 from his check book in the amount of \$40.00. Those five employee names recorded for dues on Local 157 invoices are not employed at the [redacted]. Eight full time employees work at the restaurant including three kitchen helpers, three waiters, one busboy and one bartender.

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[redacted] never met anyone from Local 157 as [redacted] of the [redacted] while employed at [redacted] approximately four-five years ago, [redacted] met a "JULIE", neighbor of [redacted], who held a brief election among the employees for the purpose of selecting Local 157 as their bargaining agent.

[redacted] never signed a contract with Local 157; he never questioned the Local 157 employee dues invoices with unknown names because he considered these payments as "cheap expenses for labor peace." [redacted] advised [redacted] that once payments were made to Local 157 he would not be bothered by any other locals. [redacted] had been the target of labor union pressure techniques when in 1969 he was "picketed and harassed" by a FNU [redacted] of Local 2 at his [redacted], New York.

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[redacted] was served a Southern District of New York Grand Jury subpoena duces tecum calling for an [redacted] appearance with records.

183A-2827 Sub B-26

Investigation on 3/19/82 at NEW YORK CITY, NEW YORK File # 183A-2255-Sub E-129

by SAS [redacted] Date dictated 3/23/82
[redacted] /DJS/ab

NY 183A-2255 Sub E
Page Two

The following information was acquired through
observation and interview:

| | | |
|----------------|--------------------------|-----|
| Name | [REDACTED] | b6 |
| Address | [REDACTED] | b7C |
| | Brooklyn, New York 11223 | |
| DOB | [REDACTED] | |
| POB | [REDACTED] | |
| Marital Status | Married-wife [REDACTED] | |
| Height | 5 feet 10 inches | |
| Weight | 190 lbs. | |
| Hair | Brown | |
| Eyes | Brown | |

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 4/29/82

On April 26, 1982, [redacted] of [redacted]
[redacted] New York, New York, signed an
FD-472 (consent to record telephone conversation) and placed a
telephone call to Local 157 in an attempt to converse with Local
President VINCENT GULINO.

HENRY FINIGUERRA, Secretary/Treasurer of Local 157,
briefly conversed with [redacted] and advised him that someone would
be getting back to [redacted] concerning his problem with Federal
authorities.

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Investigation on 4/26/82 at New York, New York File # NY 183A-2827 (SUB-B)
by SAS [redacted] and [redacted] /DJS/mr Date dictated 4/29/82 44

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FEDERAL BUREAU OF INVESTIGATION

Date of transcription 4/30/82

On April 26, 1982, []
[] advised as follows:

VINCENT GULINO, President of Local 157, came to the
[] on the evening of April 26, 1982 and advised
[] as follows:

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GULINO met [] with JULIUS BERNSTEIN when, in 1978-79,
both men organized the employees of []
[]

GULINO never entered the [] to
organize employees. He acknowledges receipt of dues monies from
[] and blames the payment of dues monies for non-existent employees
on [] who GULINO advises should have notified Local 157 of actual
employee identities.

[] will produce a contract between []
[] and Local 157. [] had at one time been a []
with [] in that restaurant; [] never signed any contracts with
Local 157.

GULINO wanted to pass out union cards to employees that
evening but agreed to let [] hand them out to present []
[] employees.

[] should tell the Grand Jury whatever he knows since
GULINO was never in the Estoril Sol Restaurant.

[] continued to advise as follows:

[] the restaurant by [] in January,
1980. GULINO is described as a white male, heavy set, approximately
55 years old, grey and black hair and dressed casually.

[] Date of Birth (DOB) is [] Born in
[], he has been a United States naturalized citizen since 1972.

Investigation on 4/26/82 at New York, New York File # NY 183A-2827 (SUB-B)-36

by SA [] /mr Date dictated 4/29/82

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 5/21/82

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[redacted]
[redacted] New York City, New York was interviewed and advised
as follows:

He was a [redacted]
during the period 1974-1980 when he [redacted]. JULIUS
"Spike" BERNSTEIN frequented this establishment and dined often
by signing checks. [redacted] is currently in possession of these records.

Investigation on 5/19/82 at New York, New York File # NY 183A-2827 SUB B-
by SA [redacted] /cal Date dictated 5/21/82 53

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FEDERAL BUREAU OF INVESTIGATION

Date of transcription 3/20/82

On March 26, 1982, [redacted]

[redacted] New York

[redacted] 11209, was interviewed by Special Agents (SAs) [redacted] and [redacted] at the offices of the Federal Bureau of Investigation (FBI), New York, New York. [redacted] was advised of the identity of the interviewing Agents and informed that the purpose of the interview was to question him concerning Local Union 157.

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[redacted] was advised of his rights and signed an FD-395, Advice of Rights form, in the presence of SA [redacted] and SA [redacted].

[redacted] advised as follows:

He [redacted] in 1973 and in 1974 he met a "SPIKE" BERNSTEIN, who represented himself to be a Union official from Local 157. [redacted] had formerly been employed in the restaurant business and was familiar with excessive expenses for pension welfare and other benefits incurred by employers for union employees at New York restaurants. BERNSTEIN advised [redacted] that he need only record the names of two or three persons as being members of Local 157 in spite of a payroll of approximately seven employees upon opening. To date, [redacted] employs approximately 25 to 30 persons between the main [redacted] and the [redacted] from the former location. To date, only three employees are recorded on Local Union 157 dues invoices. Of these three employees one, [redacted], has not been employed at the restaurant for many years. BERNSTEIN still comes to the restaurant and approximately two months ago accompanied his wife for dinner to [redacted].

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[redacted] was the [redacted] of [redacted] who parted ways with [redacted] in 1978. [redacted] is presently employed at the [redacted] in [redacted] New York. [redacted] knew [redacted]

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Investigation on 3/26/82 at New York, New York File # NY 183A-2.827 Sub B
by SA [redacted] and [redacted] ras Date dictated 3/26/82

from the start that his deal with Local 157 was not "right". [redacted] characterized the arrangement as "monkey business", but advised that his [redacted] convinced him that there would be no problem in staying with this Local 157 Union arrangement. Additionally, [redacted] was aware of the substantial savings in the Local 157 contract wherein, he pays approximately 25 dollars a month for union expenses totally \$300.00 per year and further advised that if he were presently engaged in a contract with Local Union 6, his expenses would be in the vicinity of \$30,000.00 per year.

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[redacted] advised that he never met anyone other than BERNSTEIN from Local 157, but merely sends his checks on a monthly basis from his checking account.

His [redacted] is identified as

[redacted] was served with a Southern District of New York (SDNY) Subpoena Duces Tecum calling for an [redacted] appearance with records.

Name
Address

[redacted]
Brooklyn, New York

Date of Birth
Place of Birth

[redacted] (naturalized citizen, three years ago)

Marital Status

Married - One daughter, 7 years old by second wife; first wife resides in Pau, France, with two daughters, [redacted] and [redacted] sons, [redacted] and [redacted] from first wife, presently residing in USA. [redacted] second wife is identified as [redacted]

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FEDERAL BUREAU OF INVESTIGATION

Date of transcription 5/12/82

An examination of documentation in possession of writer concerning Pension and Welfare costs in the restaurant industry revealed the following:

DOCUMENT

PENSION & WELFARE COSTS

A) Agreement between the Restaurant League of NY, Inc. and La Bibliotheque Restaurant and Restaurant Employees Union, Local #6 dated 10/1/79

Welfare - 18% of 1st \$70 - of weekly wages of each affected employee. Effective 11/1/79 amount increases to 19½% of 1st \$70 - of weekly wages.
Pension - \$2.20 per day per employee.
Addendum to contract:
Welfare - 1st year - 10% of earnings up to \$100.00 per week.
2nd year - 10% of earnings up to \$102.00 per week.
3rd year - 10% of earnings up to \$108.00 per week.
Pension - 10/1/80, 5% of earnings up to \$100.00 per week
10/1/81, 5% of earnings up to \$108.00 per week.

B) Agreement between Local 22, Chefs, Cooks, Cafeteria, Food, Beverage, & Service Employees Union, AFL-CIO and La Bibliotheque Restaurant dated 12/27/78.

Welfare - 7% of Employers Gross Payroll for all covered employees.
Pension - 5% of Employers Gross Payroll for all covered employees.

C) Agreement between Local 69 Hotel & Restaurant Employees & Bartenders Union, AFL-CIO & United Restaurant Liquor Dealers of Manhattan, Inc. effective 4/1/77.

Welfare - \$8.00 per week for steady employees as of 9/1/77. \$9.00 per week per employee. As of 9/1/78, \$10.00 per week.
Pension - \$6.00 per week per employee.

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Investigation on 5/10/82 at New York, New York File NY 183A-2827 Sub B
by SA [redacted] cal Date dictated 5/10/82 46

NY 183A-2827

DOCUMENT

D) Agreement between Hotel,
Restaurant & Club Employees &
Bartenders Union, Local 6
affiliated with the Hotel &
Restaurant Employees &
Bartenders International Union
and (blank contract) 3/1/80

PENSION & WELFARE COSTS

Welfare - \$10.00 per week per
employee. 6/1/80: \$12.00 per
week per employee. 1/1/82:
\$14.00 per week per employee.
Pension - \$6.00 per week per
employee. 6/1/80: \$7.00 per
week per employee. 6/1/81:
\$9.00 per week per employee.
6/1/82: \$10.00 per week per
employee.

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

MEMORANDUM

October 17, 1983

TO : SAC, NEW YORK (183A-2827) (P)

FROM : SA [REDACTED] (M-5)

SUBJECT: JOURNEYMENS AND PRODUCTION
ALLIED SERVICES OF AMERICA
AND CANADA INTERNATIONAL
UNION, LOCAL 157
86-52 QUEENS BLVD
ELMHURST, NY;
VINCENT GULINO
PRESIDENT, aka;
ET AL;
RICO (A)
(OO:NY)

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ReSA [REDACTED] memo dated 4/11/83, regarding
subject.

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On 3/31/83, by appointment, a meeting was held in the
offices of AUSA [REDACTED], EDNY, and was attended by this
Agent, AUSA [REDACTED], and SSA [REDACTED]. The
meeting was held in the EDNY for the purposes of discussing
subject matter and the merits of its being joined with an
investigation currently under the administrative control of AUSA
[REDACTED] regarding an ECT matter involving JULIUS BERNSTEIN, a
former business agent of subject union Local 157. Subsequent to
complete review of subject matter AUSA [REDACTED] advised she did
not believe it practical that the investigations be joined for
she saw no "vehicle" to pursue a successful prosecution under the
RICO statute combining the labor racketeering charges with those
of the ECT pending against BERNSTEIN. Therefore, [REDACTED] was

WVJ:cht
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E _____
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D _____

183-2827-52

| | |
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| SEARCHED | INDEXED |
| SERIALIZED | FILED |
| OCT 18 1983 | |
| FBI — NEW YORK | |

NY 183A-2827

advised investigation would continue by NY FBI within the jurisdiction of the SDNY under the administrative control of AUSA [redacted]

On 4/26/83, a subpoena duces tecum was served on [redacted]

[redacted] requesting the presentation of [redacted] before the Federal Grand Jury, SDNY, on [redacted] Subsequently, [redacted] contacted AUSA [redacted] and a postponement was arranged with [redacted] appearing before the Federal Grand Jury on [redacted]

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AUSA [redacted] advised on [redacted] [redacted] requested by referenced subpoena and that a subsequent appearance day would have to be scheduled to complete the return. On [redacted] again appeared before the Federal Grand Jury, SDNY, [redacted] requested by referenced subpoena and gave testimony [redacted]

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AUSA [redacted] has made available copies of the [redacted] testimony before the Federal Grand Jury and they have been made a part of this file under a separate communication.

On 9/21/83, SSA [redacted] attended a meeting at the offices of Head Strike Force Attorney, [redacted] SDNY, and AUSA [redacted], SDNY to discuss the reassignment of subject investigation from AUSA [redacted] to another AUSA. AUSA [redacted] advised that he is departing government service for practice in the private sector. Strike Force Attorney [redacted] advised he would like an opportunity to review all Grand Jury testimony and investigative reports prepared in subject matter and at that time discuss investigative and/or prosecutive merit of incident matter with Agents of the NYO, FBI.

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